

United States Environmental Protection Agency
Region 2
290 Broadway
New York, NY 10007-1866

ANSWERS TO REQUEST FOR INFORMATION
per request dated August 5, 2016 addressed to:

B&B Recycling, LLC
105 West Birmingham Pl.
Broken Arrow, OK 74011

- B&B strongly, but respectfully, objects to any accusation of B&B's involvement in the improper handling of hazardous materials at the former Beech-Nut processing plant (Site) located in the Village of Canajoharie, NY (Village).
- B&B has answered all questions truthfully and to the best of their knowledge.

QUESTIONS AND ANSWERS

1. State your Company's correct legal name, mailing address, state and date of incorporation or formation, and agent for service of process in the state of incorporation or formation and in New York. Identify all other names under which the Company operates or has operated.

Answer:

B&B Recycling, LLC
105 West Birmingham Place
Broken Arrow, OK 74011
brumer@cox.net
918-605-0980

Date of formation: September 13, 2004

B&B has answered all questions without the assistance of an attorney and in doing so B&B DOES NOT waive It's right to an attorney or representation in this matter. B&B itself was not responsible for removing and did not handle any hazardous materials at the Site. The asbestos that was removed while B&B was involved at the Site was done so by hired licensed companies that removed and disposed of the asbestos properly. The improper handling and disturbances of any hazardous materials left at the Site were caused by TD Development and It's associates before B&B's involvement and TD Development and It's previous associates are the responsible parties for the clean up of the improper removal of hazardous materials at this Site. It is the hope of B&B that justice will

prevail and the EPA will realize that B&B, being hindered by TD Development's refusal to clean up the Site, went above and beyond its scope of work by having asbestos removed properly and disposed of properly in certain buildings before demolition took place. It is also the hope of B&B that the EPA assigns the responsibility of the clean up to TD Development and does not put additional undeserved financial burden on B&B.

B&B would like further correspondence sent to the address listed above. B&B does have attorneys in OK, CT and NY and will consult with them if we are unjustly deemed liable for cleanup of the Site.

2. Please identify the chief executive officer or other presiding officer of the Company. Please also provide the mailing address of that officer if it is different than the address shown on the first page of the Request for Information letter.

Answer:

Rodney Brumley, President

3. If your Company is a subsidiary, division, branch or affiliate of another corporation or other entity, identify each of those other entities and those entities' chief executive officers or other presiding officers. Identify the state of incorporation and agents for service of process in the state of incorporation and in New York State for each entity identified in your response to this question.

Answer:

B&B is listed as owner of the following:
National Decon Holdings Gastonia LLC (100%)
National Decon Contractors, LLC (66.66%)

State of Incorporation for both is Oklahoma.
Chief officer: Rodney Brumley
Agent for service: Micheal H. Freeman, Esq.
1701 South Carson Ave.
Tulsa, OK 74119

4. What is the nature of the business conducted by your Company?

Answer:

B&B is a deconstruction company in business since 2004. It deconstructs buildings by hand and with machinery, salvaging as much material (brick, wood, metal, etc) as possible for resale.

5. Did your Company conduct any asbestos abatement or demolition work at the Site? If yes, identify the individual(s) and entity or entities that hired your Company for such work, state the date(s) of this work, and describe in detail the nature and extent of the work that your Company performed at the Site. Provide copies of all contracts, correspondence, permits or permit applications that your Company submitted or obtained to comply with environmental or other laws relating to the Site, and all other documents relating to your Company's work at the Site.

Answer:

B&B Recycling (B&B) performed demolition work at the Site.

On 10-1-14 B&B purchased the salvage rights for salvageable material in the buildings from TD Development, LLC (TD) for \$150,000 (see contract Attachment A).

Prior to B&B's purchase, TD had an asbestos survey done and had hired a company to remove the asbestos (this information should be filed with the Village and appropriate New York State agencies by TD); (Spectrum Environmental references surveys done prior to B&B's involvement by Churchill Environmental and Environmental Consultant Group in their report in Attachment I). Todd Clifford (Clifford), owner of TD, Rod Brumley (Brumley) of B&B and Rodney Garvin (Garvin), employee of B&B, did a walk thru of Site together prior to B&B's purchase of salvage rights. Clifford informed Brumley and Garvin that he had another company from Ohio come in and remove copper and in doing so they improperly disturbed asbestos in many areas and caused it to be on the ground. Piles of debris inside and outside the building were left from contractors under TD's employ. Clifford stated he hired an asbestos removal company to clean up the asbestos but they did not finish. B&B later found out they did not finish because of non-payment by TD.

TD was responsible for cleaning up the disturbed asbestos at the Site and to have all warehouses where asbestos was disturbed HEPA vacuumed, giving B&B full access to perform deconstruction per contract (Attachment A). TD was also to obtain approval from the NYSDOL and said he would do so in a timely manner.

Contract also states that any non-hazardous construction debris may remain on Site and used for grading/fill (Attachment A).

TD did get the demo permit as stated in Contract but B&B had to renew it on 3-4-15 (Attachment B/permit filed with Village, prior permit that TD filed is in TDs' possession and filed with Village as well).

B&B contacted William King and Thomas Gilbert of CGK Environmental Services, LLC (CGK) in early December 2014 to submit a proposal, which was \$22,150, for the removal of certain pipe containing asbestos located in 5 dumpsters in Warehouse 11 at the loading dock left by previous asbestos contractors and pipe insulation to be abated in Buildings 7,8,9 (Attachment C). Per agreement with Clifford, B&B was not responsible for removing the pipe containing asbestos in the 5 dumpsters and Brumley notified Clifford and CGK that B&B was not going to pay for it to be removed since it was the responsibility of TD. Tommy Gilbert of CGK told Brumley he would not work for Clifford because he still had not paid him for previous work CGK did for TD. Clifford told

Brumley that if he hired CGK, he would pay for TD's part of this abatement. CGK agreed to work for B&B and take the chance that TD would pay its' share. CGK was hired by B&B to perform the asbestos removal stated in CGK's proposal for \$22,150 in order to move forward with the project. B&B paid the down payment required by CGK on 12-19-15 so work could begin.

B&B began prepping Warehouse 14/Building 74 in December 2014, which was constructed of tin and metal, no hazardous waste. When our excavator equipment arrived at the Site in early December 2014 to start demolition on Warehouse 14, the site was visited by Village officials including Mayor Francis Avery, Village Code Enforcement Officer Clifton Dorrough, and Lou Carrock from the NYSDOL . B&B was informed by Lou Carrock that the NYSDOL had previously had problems with work done at the Site and Clifford of TD. Abatement was previously performed before B&B's involvement with Site on asbestos containing pipe insulation and Work was stopped by order of the NYSDOL due to issues with procedures, licensing and some illegal removals. This is mentioned in several reports from Spectrum and CGK (see Attachments C,D, F, H, J, K). They walked through buildings with Brumley and observed the disturbed asbestos on the ground of some buildings and also asbestos containing material on pipes in bins that needed to be disposed of that was left by previous contractors under the employ of TD. This meeting took place when B&B was working on Building 74. Lou Carrock said he needed verification that the buildings observed with present asbestos were asbestos free before we performed demolition on those areas. In this walk thru and in many other conversations with Village officials, it was made clear the Village had tried to get TD to clean up the Site but they could not get TD to cooperate. Brumley was informed that TD had told Lou Carrock from the NYSDOL to "come to Ohio and get me".

The Village Code Enforcer, Clifton Dorrough, visited Site in December and gave his approval to continue demolition in the building we were in, Warehouse 14, as long as we did not go any further into buildings containing asbestos until the asbestos was abated.

B&B informed Clifford many times that he needed to fulfill his obligation of having the floors HEPA vacuuumed so CGK could continue clean up in those areas but got no action from TD to do so.

Clifford of TD was informed of the need to hire a company to monitor the abatement work. Clifford would not make any attempts to find a company to do the monitoring. Companies in the area would not work for TD because of his reputation.

B&B hired Spectrum Environmental Associates, Inc. (Spectrum) in January 2015 to monitor the buildings during asbestos removal and submit the proper paperwork to regulatory agencies (Attachment D). Clifford told Brumley he would reimburse B&B for the monitoring cost done by Spectrum. Spectrum conferred with Carrock of the NYSDOL the best course of action. Spectrum sent in required paperwork to regulatory agencies so B&B could continue working.

In late Jan 2015 Clifford asked Brumley to speak with CGK and have them submit proposal to include Cliffords responsibilities of removal of asbestos at the Site. Clifford stated that CGK would not work with him because he had not paid him for previous work he had done for TD. Clifford again told Brumley he would take care of his obligation in paying for the additional removal of asbestos in new

proposal. CGK sent in proposal on 1-26-15 (Attachment E). B&B paid CGK \$10,000 more on 2-6-15 for their agreed upon part of the asbestos removal from CGK's initial proposal (Attachment C).

EPA Notification of Demolition and Renovation and the Asbestos Project Notification were filed with the NYSDOL on Jan. 29, 2015 and the permit fee paid by B&B (Attachment F).

CGK was able to continue work in Building 73 because of the payments B&B made to them. After the removal of asbestos in Building 73 was finished and paperwork was issued to regulatory agencies by CGK and Spectrum on Feb 17, 2015 (Attachments G, paperwork was filed with regulatory agencies by Spectrum), B&B began deconstruction work in Building 73. At this time Spectrum was processing site specific variance amendment for floor cleaning in Buildings 11, 10, 9,8,7,6 which was approved by NYSDOL on March 2, 2015 (attachment H). Clifford was again notified of his obligation to remit payment for his part of the abatement but again he made no efforts to fulfill his contractual obligation. B&B had to make another payment to CGK so they would continue the abatement, including TD's responsibilities of abatement that had to be completed, such as HEPA vacuuming floors, in order to proceed. B&B made a payment of \$12,000 on 3-6-15 which was well over the cost proposed for B&B's agreed upon portion of the abatement.

While B&B was removing metals and taking down the structure of Building 73, CGK continued to remove Asbestos in Warehouse 11 using B&B's deposit monies to perform all asbestos work required. Spectrum monitored CGK's work.

When Building 73 was taken down, metal removed and trash hauled off, TD had still not paid his portion of the asbestos removal or monitoring nor attempted to have any other abatement companies give him quotes for TD's required abatement.

Spectrum worked with Lou Carrock of the NYSDOL and CGK on a resolution for Site mapping/building designation (Attachment I).

After asbestos was removed by CGK having been monitored by Spectrum and a visual clearance was given, Spectrum gave the OK to begin work on Warehouse 11 on March 13, 2015 (Attachment J). CGK and Spectrum began working on the interior abatement of Warehouse 10.

After the interior of the Warehouse 10 was cleaned of asbestos, a visual inspection was performed and paperwork sent to regulatory agencies on March 16, 2015 (Attachment K). The only portion of Warehouse 10 that contained asbestos was the southern portion of the roof.

B&B was forced to stop demolition of Warehouse 11 because TD refused to pay for their portion of the asbestos removal and monitoring rendering CGK unable to continue removal of asbestos (Attachment L) and Spectrum unable to continue monitoring (Attachment M).

TD was notified of this set back but would not fulfill his obligation per contract to have the asbestos cleaned up. B&B was committed to following guidelines set by the EPA and NYSDOL and could not continue working until TD made some effort to comply with the abatement process. After months of waiting and being lied to by Clifford, B&B left the Site at the end of March 2015. TD never fulfilled his obligations, therefore breaching the demolition contract with B&B.

B&B came back to the Site several times after the Village informed us of citations imposed on B&B by the Village for debris piles left at Site (Attachments M). B&B was working with TD on another project in Moosup, CT in which B&B paid TD \$500,000 for the salvage rights from December 2014 to April of 2015. The scenario of that project is much the same as Beechnut. TD sold us the salvage rights and promised to remove all asbestos from the site (of which B&B has since been informed was also illegally and improperly disturbed by those under TD's employ prior to B&B's involvement). TD also made no attempts in the abatement of the Moosup project. When Moosup was visited by the EPA, TD blamed B&B for the presence of asbestos in piles that was caused by people under TD's employ before B&B's involvement, and kicked B&B off the site promptly suing B&B for breach of contract and then illegally selling the salvage rights of Moosup to another company before the asbestos was completely removed. Therefore, B&B was very apprehensive to be involved in any project still owned by TD for fear of what further scams he would try and tie B&B up in. Because TD never fulfilled his obligations in the Beechnut contract and therefore voiding the contract, B&B did not feel it was responsible for cleaning up the Site of debris piles and informed the Village of this. After so much time had gone by it was clear TD was not going back to the Site and B&B worked with the Village and cleaned up the non hazardous debris piles from B&B's demo work. The final removal of the debris piles of non hazardous trash from B&B's work and B&B's equipment took place in Feb 2016.

The contract with TD gave B&B nine months to finish work at the Site. TD breached that contract by not fulfilling TD's duties of abatement forcing B&B to leave the Site. It is B&B's belief that if Clifford was not sought after so vigorously by the Village and the State of New York regulatory agencies he would still be scamming some other company into taking Beechnut off his hands.

6. Provide any and all documents between your Company and any entities that were consulted or retained for demolition work at the Site.

Answer:

B&B performed the demolition work that took place between Dec, 2015 and March, 2015.
(Please see Answer to question 5 for correspondence concerning abatement).

7. Identify the types of all asbestos-containing material ("ACM") handled by your Company at the Site (e.g, insulation, cinder blocks, etc.).

Answer:

B&B did not handle any asbestos containing materials. Per contract (Attachment A), removal and clean up of disturbed asbestos was responsibility of TD. CGK was hired to remove asbestos (Attachment C) and Spectrum was hired to monitor the removal (Attachment D).

8. Describe what actions, if any, your Company took to prevent the release of asbestos or ACM at or from the Site.

Answer:

B&B objects to the statement contained on page 2 of the Notice of Potential Liability from the US EPA letter that B&B was involved with the "improper handling of friable asbestos and asbestos-containing material at the Site."

The asbestos that was disturbed was done so before B&B started work at Site. This was witnessed by officials and inspectors, admitted to by Clifford, and is in several reports (Attachments C, D, E, H, J, K) from Spectrum and CGK as described in Answer to question 5.

B&B never handled ACM or allowed for it to be disturbed and it is because of B&B (by hiring CGK and Spectrum) and in spite of TD (because he would not act on his responsibilities to clean the asbestos up) that a large portion of the asbestos was properly removed.

9. Identify and provide documentation associated with all assessments, investigations, sampling, analysis, and cleanups by your Company of hazardous substances (including ACM) and/or industrial waste at the Site. Identify all environmental contractors and consultants who assisted in these actions, and describe the activities they performed or planned to perform at the Site and the dates such activities occurred.

Answer:

As described in Answer to question 5, CGK was retained as the abatement contractor from December 19, 2014 to March 16, 2016 and Spectrum was retained to monitor the abatement and handle correspondence with regulatory agencies from January 20, 2015 to the end of March 2015. (Also see Answer to question 5 and Attachments C, D, E, F, G, H, I, J, K, L, M).

10. Did your Company remove any material from the Site, including scrap metal? If so, provide all records indicating the weight and value of any scrap metal or other material so removed.

Answer:

B&B removed scrap metal. (See Attachment O) .

Non hazardous waste was picked up and discarded by Chris Rizzo Trucking Inc.

11. Did your Company sell, or otherwise offer for sale, any materials so removed from the Site? If so, provide details of each such sale, or potential sale, including, but not limited to, identifying the items sold, parties involved, and the price paid. Furthermore, provide all documents relating to any such sales.

Answer:

B&B sold scrap metals to Empire Recycling Corporation and Nathan H. Kelman Co. See (Attachment O) for details.

12. Did your Company have dealings with TD Development LLC, Todd Clifford, TD Development, Inc., Great Western Steel, LLC, and/or Jeff Wendel in connection with the Site? If so, describe such dealings and provide all documents relating thereto.

Answer:

B&B had dealings with TD Development LLC, Todd Clifford and Jeff Wendel.

TD Development LLC: Company that B&B had salvage contract (Attachment A) with for Beechnut site. Please refer to Answers of questions 5, 6, 7, 8 for dealings explained.

Todd Clifford: owner of TD Development who signed the contract (Attachment A). Please refer to Answers to questions 5,6,7,8 for dealings explained.

Jeff Wendel : employed by TD and assisted him with all matters pertaining to the Site.

13. Does your Company have information regarding or did your Company have any occasion to observe actions by any other individuals or entities at the Site relating to demolition, the handling or removal of probable or confirmed ACM, any removal or salvaging of scrap metal or other material from the Site, or any attempts to contain disbursement of any material during demolition at the Site? If yes, Please:

Answer:

The asbestos that was disturbed on the site and the removal of metals by people/companies under TD's control was done so before B&B's involvement and therefore not witnessed by B&B or its entities. CGK and Spectrum were the only companies hired by B&B pertaining to the abatement and all information available to B&B is contained in the Answers of previous questions and Attachments. Clifford of TD never visited the Site after the initial meeting before the contract with B&B was signed in October of 2014. Nor did Clifford hire anyone to perform the duties he was obligated to fulfill in asbestos removal or providing unhindered access for B&B on Site.

14. Identify and provide copies of all documents related to all insurance policies and indemnification agreements held, or entered into, by your Company for work at the Site. Describe any claims that were submitted to insurance carriers concerning the Site and any recoveries received from these claims. Provide copies of all documents regarding any such claims and recoveries. In response to this request, provide insurance policies and agreements which currently are in effect as well as those that were in effect during any portion of the time when the Company performed work at the Site.

Answer:

Insurance is listed and copies of insurance certificates attached (Attachment P).

Workers Compensation: American Mining Insurance
9-1-14 to 9-1-15
Policy # wc018500072501
1,000,000 policy limit

General Liability: Mid-Continent Casualty Company
9-8-14 to 9-8-15

Policy 04GL000911787
1,000,000 each occurrence
1,000,000 personal & adv injury
2,000,000 general aggregate
2,000,000 products

15. Has the Company been a party to any litigation, whether as plaintiff or defendant, where an allegation included liability for contamination at or from the Site, or arose from a contract relating to the Site? If yes, identify such litigation and its disposition, briefly describe the nature of the Company's involvement in the litigation and provide all documents related thereto including a copy of the pleadings and any final order.

Answer:

No, B&B has not been a party to any litigation at this Site.

16. Identify all other people or entities that may have knowledge of the subject of this inquiry, and state the basis for your belief as to their knowledge. For past employees, include their job title and description of their responsibilities.

Answer:

All people with knowledge of this subject are listed in this response and shall include employees of companies/agencies listed within.

17. Identify each person consulted in responding to these questions, including his or her job title and a description of his or her responsibilities.

Answer:

Rodney Brumley, President, Manager
Rodney Garvin, Foreman, assists in overseeing jobs
Monette Brumley, Secretary, Administrative Work

Additional Note:

Clifford of TD is responsible for the cleanup of the Site. While B&B was doing everything we could to follow rules, Clifford was finding a way to get around them and pass his obligations and responsibilities over on someone else. He never once attempted to fulfill his obligation to remove asbestos. He would not cooperate with regulatory agencies and several officials have mentioned they could not find Clifford or get him to cooperate with matters pertaining to the Site. B&B implores the EPA to realize the responsibility of the clean up lies with Clifford, the owner of the property, and to not put anymore undue burden on B&B for Clifford's unjust, immoral, and irresponsible dealings.

CERTIFICATION OF ANSWERS TO REQUEST FOR INFORMATION

State of

County of

I certify under penalty of law that I have personally examined and am familiar with the information and all documents submitted in response to EPA's Request for Information, and based on my personal inquiry or my inquiry of those individuals immediately responsible for obtaining the information I believe that the submitted information is true, accurate, and complete, and that all documents submitted herewith are complete and authentic unless otherwise indicated. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. I am also aware that I am under a continuing obligation to supplement my response to EPA's Request for Information if any additional information relevant to the matters addressed in EPA's Request for Information or the Company's response thereto should become known or available to the Company.

B&B Recycling, LLC
COMPANY (print or type)

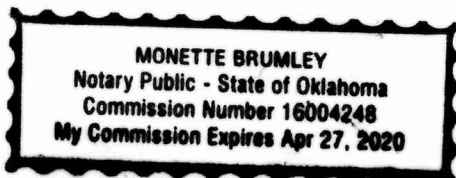
Rodney Brumley
NAME (print or type)

President
TITLE (print or type)

John Brumley
SIGNATURE

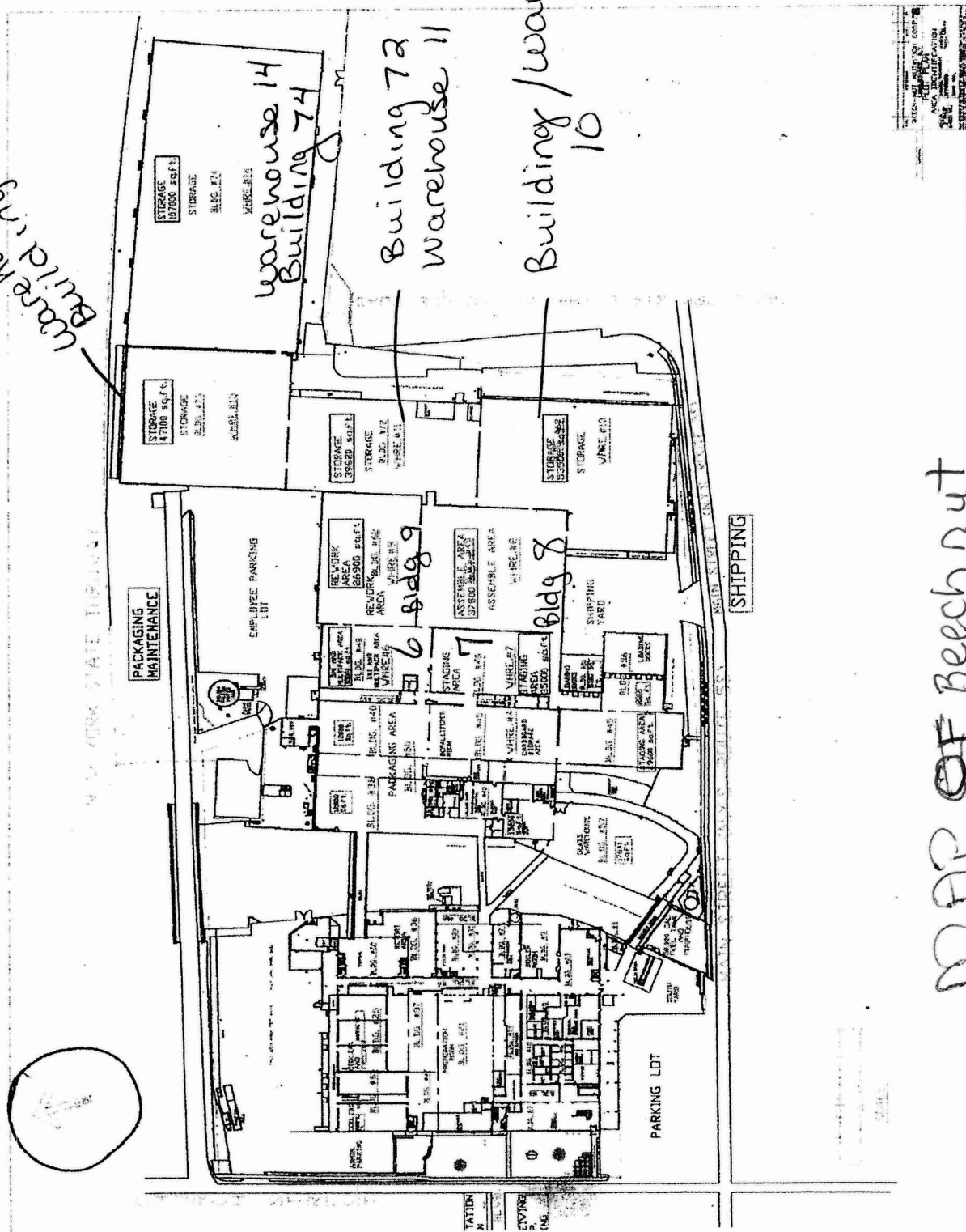
Sworn to before me this day of Sept. 2, 2016

Monette Brumley
Notary Public



ACTUAL BEECHMONT PLANT DESIGN

Buildings
1313
M



MAP OF Beechnut

ATTACHMENT A

RE: Contract between B&B and TD.

Pertains to Questions: 5, 7, 12

DEMOLITION MANAGEMENT & SALVAGE PURCHASE AGREEMENT

The following is a Demolition Management & Salvage Purchase Agreement ("**Agreement**") by TD Development, LLC ("**Owner**"), and B&B Recycling ("**Buyer**"), who are sometimes referred to individually as "**Party**" or collectively as "**Parties**" and whose addresses are written below.

TD Development, LLC.
Attn: Todd Clifford
720 Eagle View CT
Mason, OH 45040

and

B & B Recycling
105 W. Birmingham Place
Broken Arrow, OK 74011

Effective Date: The Effective Date of this Agreement is the latest date signed on the signature page below.

RECITALS

A. Owner is the current owner of the land (defined below) on which the contemplated structures to be removed are located. Owner has the rights and authority to enter into this Agreement,

B. The Parties have agreed to the removal and sale of certain structures and fixtures personal property or improvements, located on the Land, which Owner desires to have demolished, salvaged and removed from the Land (as more specifically described in **Section 2**, the "**Project**").

C. B&B Recycling desires to manage the Project and purchase salvage including the provision of services required for planning, scheduling, coordinating and administering the Project.

D. Owner desires to Sell salvage rights to B&B Recycling and engage B&B Recycling to manage the Project pursuant to the terms and conditions of this Agreement.

WITNESSETH

In consideration of the covenants herein contained, Owner and B&B Recycling agree as follows:

1. **Certain Definitions.** As used in this Agreement, the terms below have the following meanings:

(a) **"Agreement Documents"** means all plans, specifications, schedules, change orders, exhibits and addenda to which the Project is the subject.

(b) **"Hazardous Substance"** means any material, waste, substance, pollutant, or contaminant which may or could pose a risk of injury or threat to health or the environment, including, without limitation: (i) those substances included within the definitions of "hazardous substance", "hazardous waste", "hazardous material", "toxic substance", "solid waste", or "pollutant or contaminant" in, or otherwise regulated by any Environmental Law.

(d) **"Land"** means that certain real property located at **68 Church Street Canajoharie New York, 13317.**

(e) **"Project Schedule"** means the projected schedule describing the order and timing for completion of the Project.

(f) **"Salvage"** means all buildings, structures, fixtures and other improvements above any concrete foundations on the Land, and any other materials whatsoever located above grade level on the Land East of the Canajoharie Creek including all bridges.

2. **The Project.** The Project consists of the demolishing and recycling the Salvage located on the Land which includes all labor, equipment, materials, technology, utilities, mobilization, (unless otherwise provided), licenses, loading, unloading, storage, construction, and demolition equipment and machinery, water, heat and services required for, or incidental to demolishing, dismantling, shipping, transporting, removing, sorting, salvaging, stockpiling, disposing, cleanup, abatement and disposal (if applicable) all in accordance with the Agreement Documents and as more particularly described in **Exhibit A** to this Agreement ("**Project**").

3. **Structures to Demolish:** Parties agree that all buildings, bridges, and free standing structures East of the Canajoharie Creek will be demolished pursuant to this agreement.

4. **B&B Recyclings Services.** In connection with the Project, B&B Recycling shall provide demolition services which includes the services more particularly described in **Exhibit A** to this Agreement (collectively, the "**Services**"). B&B Recycling will also purchase the salvage rights.

5. **TD Development Obligations.** In connection with the Project contemplated herein, TD Development shall provide those services and items set forth in this Section 5:

- a. Obtain the required demolition permit.
- b. Provide any third party consultant surveys relating to asbestos.
- c. Hepavac floors in all warehouses where asbestos piping has already been removed and obtain approval from New York Department of Labor.

- d. Provide B&B Recycling and its subcontractors and agents unabated access to the Land.
- e. Provide B&B Recycling ferrous and non ferrous salvage rights to all buildings East of Canajoharie Creek.

6. **TD Development LLC's Compensation.** In exchange for the Salvage Rights, TD Development, LLC shall receive \$150,000.00. A \$25,000 non-refundable deposit is to be paid upon execution of this contract. The balance of \$125,000 shall be paid within 7 days after execution. In addition, TD Development will receive \$100/metric ton of all steel in excess of 1,700 tons.

7. **Liens.** B&B Recycling. shall keep the Land free from mechanics and materialmen liens relating to the Project. In the event that B&B Recycling receives any notice, preliminary or otherwise, of a claim for a lien against any portion of the Land, B&B Recycling. shall provide written notice to Owner not more than five (5) calendar days after receipt of same.

8. **Environment, Safety and Health.** B&B Recycling and its subcontractors shall perform work on the Project in compliance with this Agreement, and all applicable federal, state and local codes, ordinances, statutes, rules and regulations, including Environmental Laws.

9. **Insurance.** B&B Recycling. and each of its subcontractors shall obtain at their sole cost, and maintain in full force and effect during the Term of this Agreement, the following insurance coverages, containing coverages, limits, terms and conditions acceptable to Owner and, as applicable, naming Owner and others requested by Owner as additional insureds: (a) Worker's compensation insurance in an amount required by statute; (b) employer's liability insurance; (c) commercial general liability insurance; (d) automobile liability insurance for owned, non-owned or hired vehicles; and (e) contractors' pollution liability or an equivalent named policy covering claims-made liability, completed operations exposures, third-party liability damages, property damage, legal defense costs, including attorney fees, expert witness fees, punitive damages, and court costs. Upon execution of this Agreement, B&B Recycling. shall provide to Owner certificates of coverage evidencing liability insurance in the amount of Two Million Dollars (\$2,000,000.00).

10. **Binding Effect.** The provisions of this Agreement are binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

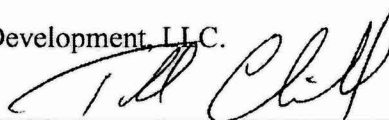
11. **Project Schedule.** B&B Recycling will have 9 months from the effective date of this Agreement to complete the demolition.

12. **Relationship of Parties.** The relationship between B&B Recycling and Owner is that of an independent contractor, and nothing in this Agreement shall be construed or deemed as creating any other relationship. Without limiting the foregoing, the relationship between B&B Recycling and Owner shall not be deemed to be that of a joint venture or partnership. Nothing in this Agreement shall give either Party the right to represent the other Party legally or to undertake any obligation in the other Party's name or for the other Party, and each Party shall

always act in its own name and for its own account. Each Party's obligations hereunder shall be limited to that Party and shall not extend to any third party.

TD Development, LLC.

By:



Todd Clifford, Managing Member

Date:

10/1/14

B&B Recycling.

By:


Date:

TD Development, LLC.

By: _____
Todd Clifford, Managing Member

Date: _____

B&B Recycling.

By:  _____

Date: 9-30-14

EXHIBIT A

PROJECT DESCRIPTION

- A. B&B Recycling will provide the demolition services for the Project which shall include:
1. Demolition and removal of all identified buildings, excluding the concrete foundations.
 2. Demolition and removal of all identified structures, excluding the concrete foundations.
 3. Demolition and removal of all identified site improvements, excluding the concrete foundations, parking lots or concrete-surfaced loading areas.
 4. Any non-category I, non-hazardous construction debris (i.e. cement block, brick etc) may remain on the site and used for grading.
 5. All docks, loading areas or other drop offs shall be back filled at a 2:1 slope using crushed block from demolition.
- B. Pre-demolition requirements Prior to commencement of demolition:
1. Survey existing conditions and correlate with requirements indicated to determine extent of demolition and recycling required.
 2. Survey the condition of all buildings to determine whether removing any element might result in a structural deficiency or unplanned collapse of any portion of the structure or adjacent structures during demolition.
- C. Requirements during demolition:
1. Demolish buildings completely down to their concrete foundations, using methods required to complete the Project within limitations of governing regulations.
 2. Conduct demolition operations and remove materials to ensure minimum interference with roads, streets, walks, and other adjacent occupied and utilized facilities.
 3. Not close or obstruct streets, walks, or other adjacent occupied or utilized facilities without permission from authorities having jurisdiction.
 4. Conduct demolition operations to prevent injury to people and damage to adjacent buildings and facilities to remain.

5. Ensure safe passage of people around demolition area through such measures as erecting temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction.
6. Comply with hauling and disposal regulations of authorities having jurisdiction.
7. Use only a permitted waste hauler. To confirm valid permitted status of waste haulers, contact the state or local waste management agency.
8. Comply with federal, state and local regulations pertaining to water, air, solid waste, recycling, chemical waste, sanitary waste, sediment and noise pollution.
9. Upon completion of the Project, remove indications of temporary construction facilities, such as haul roads, work areas, structures, stockpiles or waste areas. areas and to the extent possible and reasonable, cause the area where non-hazardous materials are buried to be leveled to/with the surrounding land or concrete.
10. Comply with applicable regulations concerning the direct or indirect discharge of pollutants to underground and natural surface waters.
11. Prevent oily or other Hazardous Substance from entering the ground, drainage areas, or local bodies of water in violation of Environmental Law.
12. Where necessary, prevent creation of dust, air pollution and odors by use of temporary enclosures and other appropriate methods to limit dust and dirt rising and scattering in air to lowest practical level.
13. Store volatile liquids, including fuels and solvents, in closed containers.
14. Perform demolition operations to minimize noise to comply with local ordinances.

ATTACHMENT B

RE: Demo Permit with Village

Pertains to Question: 5

VILLAGE of CANAJOHARIE

Francis E. Avery, Mayor
75 ERIE BOULEVARD
CANAJOHARIE, NY 13317

(518) 673-5512 Fax: (518) 673-5517

Ronald O. Dlevendorf, Deputy Mayor
Jena Coppernoll, Trustee

John Snyder, Trustee
Stanley Smith, Trustee

Fax Transmittal Form

To: _____ From: Cliff

Date Sent: _____ Number of Pages: 4

Phone: _____ Fax: 918-366-8209

Reference: _____

Message:

260,735 sq. ft. to demo

8.02

\$ 5,214.70

PID 3168
OK 3-9-15

Applicant is: ☐ owner ☐ agent ☐ architect ☐ engineer ☒ builder.

Demo ✓

Name and Address of Owner TD Development

Name and Address of Applicant if different from Owner

B&B Recycling
105 W. Birmingham Pl. Broken Arrow, OK 74011

Proposed Starting Date: _____

Proposed Completion Date: _____

NATURE OF PROPOSED WORKPRIMARY OCCUPANCYConstruction of new building ☐Single Family Dwelling ☐Addition/Alteration/Repair ☐Two Family Dwelling ☐Sprinkler System ☐Multiple Dwelling ☐ No of units _____Demolition of a building ☒Business ☐Construction of a driveway or parking lot ☐Mercantile ☐Enlargement of a driveway or parking lot ☐Industrial ☒Construction of a fence ☐Storage ☐Construction of a swimming pool ☐Assembly ☐Electrical work (all) ☐Other ☐ Specify: _____

NOTE:
Site plan
review is
required
for all but
single-
family
dwellings.

Please provide the Name, Address and Phone Number for the following trades:

Contractor/Builder B&B Recycling 334-343-4662
105 W. Birmingham Pl. Broken Arrow, OK 74011

Electrician _____

Plumbing/Heating Contractor _____

Engineer or Architect _____

Cost of Construction* \$ _____

Red Brumby

Owner/Applicant Signature

3-6-15

Date

* COST OF THE PROPOSED WORK IS THE COST A PERSON WOULD EXPECT TO PAY A CONTRACTOR
TO PERFORM THE WORK (IT IS NOT THE COST OF MATERIALS ALONE).

VILLAGE OF CANAJOHARIE

Office of Code Enforcement

75 Erie Boulevard (518) 673-5516

Application for a Building Permit

Permit No: _____

INSTRUCTIONS

- A. Please read and complete all sections of application.
- B. **BUILDING PERMIT WILL NOT BE ISSUED UNTIL FEE IS REMITTED**
- C. The Code Enforcement Office shall act upon all applications within a reasonable amount of time. Notice of refusal shall be given to the applicant/owner in writing and will state the reason(s) for denial.
- D. Provide a certified survey map, showing lot lines and buildings on the premises (if applicable to request). Provide a detailed sketch of proposed construction as will appear on parcel. **AFTER PERMIT HAS BEEN ISSUED, ANY MODIFICATIONS ALTERATIONS OR ADDITIONS TO PLANNED PROJECT SHALL BE FORWARDED TO THE CODE ENFORCEMENT OFFICE PRIOR TO IMPLEMENTATION OF THE CHANGE, FOR REVIEW BY THIS OFFICE.**
- E. Plans and specifications shall be in accordance with State Education Law, Sections 7307 and 7209. This law requires that the seal and signature of a licensed architect or professional engineer be affixed to all plans except farm buildings, residential buildings of less than 1500 sq. ft. or to alterations costing less than twenty thousand dollars. (The applicant may request that the requirement of plans and specifications be waived where the work being done involves minor alterations or are otherwise unnecessary.)
- F. No work shall commence until such time that the Code Enforcement Office has issued a building permit. Such permit shall be displayed on the premises throughout the project. Permits shall be valid for six (6) months from date of issuance.
- G. No new building, described under this permit application, or any part of, shall be used or occupied, until the Code Enforcement Office has issued a Certificate of Occupancy or Certificate of Compliance.

APPLICATION IS HEREBY MADE to the Village of Canajoharie Code Enforcement Office for the issuance of a building permit pursuant to the New York State Fire Prevention and Building Code for the construction of buildings, additions, or alterations or for removal or demolition, as herein described. The applicant agrees to comply with all applicable laws, ordinances and regulations. The applicant further agrees that any certified building inspector, or any officer or employee of the Village of Canajoharie Code Enforcement Department, shall be permitted to enter upon any building, structure or premises for which building permit application has been filed, or a building permit has been issued without interference, and upon reasonable notice and during reasonable working hours.

B&B Recycling
Please print name

334-343-4662
Applicant phone number

Rod Brumley
Signature of Applicant

68 Church St.
Address of proposed work
Canajoharie, NY

105 W. Birmingham Pl
Address of Applicant
Broken Arrow, OK 74011

State of New York

County of _____, SS:

On this, the _____ day of _____, 20____, before me a notary public, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

(Notary)

**Affidavit of Exemption to Show Specific Proof of Workers' Compensation Insurance
Coverage for a 1, 2, 3 or 4 Family, Owner-occupied Residence**

Under Penalty of perjury, I certify that I am the owner of the 1,2,3, or 4 family, Owner-occupied residence (including condominiums) listed on the building permit that I am applying for, and I am not required to show specific proof of workers' compensation insurance coverage for such residence because (please check the appropriate box):

- ☐ I am performing all the work for which the building permit was issued.
- ☐ I am not hiring, paying or compensating in any way, the individual(s) that is (are) performing all the work for which the building permit was issued or helping me perform such work.
- ☐ I have a homeowners insurance policy that is currently in effect and covers the property listed on the attached building permit AND am hiring or paying individuals a total of less than 40 hours per week (aggregate hours for all paid individuals on the jobsite) for which the building permit was issued.

I also agree to either:

- Acquire appropriate workers' compensation coverage and provide appropriate proof of that coverage on forms approved by the Chair of the NYS Workers' Compensation Board to the government entity issuing the building permit if I need to hire or pay individuals a total of 40 hours or more per week (aggregate hours for all paid individuals on the jobsite) for work indicated on the building permits; OR
- Have the general contractor, performing the work on the 1,2,3 or 4 family, owner-occupied residence (including condominiums) listed on the building permits that I am applying for, provide appropriate proof of workers' compensation coverage or proof of exemption from that coverage on forms approved by the Chair of the NYS Workers' Compensation Board to the government entity issuing the building permit if the project takes a total of 40 hours or more per week (aggregate hours for all paid individuals on the jobsite) for work indicated on the building permit.

Signature of Homeowner

Date

Homeowners Name Printed

Property Address

On this, the _____ day of _____, 20____, before me a notary public, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

(Notary)

B & B RECYCLING LLC
105 W BIRMINGHAM PL
BROKEN ARROW, OK 74011-3460

3168

DATE 3-9-15

86-1211/1031

PAY TO THE
ORDER OF

Village of Canajoharie

\$ 5214.70

Five thousand two hundred fourteen & 70/100

DOLLARS



Temp
for permit

68 Church St

Monette Brumley

⑈003168⑈ ⑆03112112⑆ ⑈08 890 6⑈

Ck# 3168 Date 3/16/2015 Amt\$ \$5,214.70

ATTACHMENT C

RE: CGKs' proposal of asbestos abatement

Pertains to Questions: 5, 7, 8, 9

CGK Environmental Services, LLC

Proposal for Asbestos Abatement Services

December 3, 2014

To: Rodney Brumley
B & B Recycling
105 West Birmingham Place
Broken Arrow, OK 74011

Hello Rodney,

Here is CGK's information for Wire Transfer of Funds.

- First Niagara Bank
- Acct Name: CGK Environmental Services, LLC
- Routing #: 222370440
- Acct. #: 7901111380

If you have any questions do not hesitate to call me at (518)701-9934.

Respectfully Submitted,

William T. King

William T. King
Project Manager

B&B
\$ 11,075
wired
12-19-14

Union Street Office

1737 Union St Schenectady, NY 12309
518-280-9626 | 518-280-9629 | unionstreetoffice@yahoo.com

fax

TO: B & B RECYCLING FROM: Bill Kine CGK Env.

FAX #: 918-366-8209 PAGES: 4 (Including Cover Sheet)

PHONE #: DATE:

RE: CC: wmking@nycap.net.com

☒ Urgent

☐ For Review

☐ Please Comment

☐ Please Reply

☐ Please Recycle

Comments:

CGK Environmental Services, LLC

Proposal for Asbestos Abatement Services

December 19, 2014

To: Rodney Brumley
B & B Recycling
105 West Birmingham Place
Broken Arrow, OK 74011

CGK Environmental Services, LLC (CGK) is pleased to provide you with this price quote for the Asbestos Abatement Project located at the former Beechnut plant located at 69 Church Street Canajoharie, NY 13317. The project will be restricted to the procedures put forth in the Variance and work plan provided by Albany Asbestos Consultants LLC and approved by the NYSDOL for the Abatement and Disposal of:

1. The load out and cleaning of the 5 dumpsters in the building 45 loading dock, left on the site from the previous asbestos contractors as directed by NYSDOL.
2. The abatement of 8 linear feet of pipe insulation in buildings 7, 8, 9.
3. Disposal of all aforementioned abated ACM in a certified land fill.

All Abatement work shall be conducted in adherence to NYCRR Part 56, Approved NYSDOL Site Specific Variances, US OSHA, US EPA and all other applicable state and federal regulations.

CGK agrees to provide all services for asbestos abatement on the above stated project for the cost of **(\$22,150.00) Twenty Two Thousand One Hundred Fifty dollars.** CGK requires a fifty percent of total cost down payment prior to starting this project, **(\$11,075.00) Eleven Thousand, Seventy Five Dollars.** All payments are to be made by certified Check, Money Order or Wire Transfer of Funds. Work shall commence immediately upon receipt of the down payment and receipt of the original signed copy of this proposal.

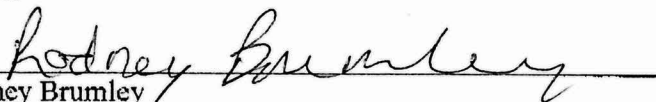
If you have any questions do not hesitate to call me at (518)701-9934.

Respectfully Submitted,



William T. King
Project Manager

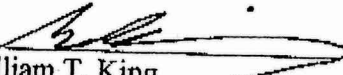
By signing this proposal TD Development LLC agrees to the terms and conditions as stated above:

X: 
Rodney Brumley
B & B Recycling

CGK Environmental Services, LLC

I have received this signed proposal and shall conduct the project according to the established work plan as stated in this document:

X:


William T. King

CGK Environmental Services, LLC

ATTACHMENT D

RE: Spectrum's proposal for monitoring asbestos removal.

Pertains to Questions: 5, 7, 8, 9



P. O. Box 1024
Schenectady, NY 12301
(518) 346-6374 (Phone)
(518) 346-4062 (Fax)
www.4spectrum.com

PROPOSAL FOR ASBESTOS INSPECTION SERVICES

Name: Mr. Rod Bromley
Client: B & B Recycling
Address: 105 West Birmingham Place
Broken Arrow, OK 74011
Phone: 918-605-5021
Date: January 20, 2015
Project: Beech-Nut Facility – Canajoharie, NY
West Side Warehouse #73
Asbestos Consulting Services
E-Mail: brumer@cox.net

Spectrum Environmental Associates, Inc. (Spectrum) appreciates the opportunity to provide you with a proposal to provide asbestos related service.

SCOPE OF WORK: Spectrum shall provide an EPA and NYS DOL Certified Asbestos Inspector/Designer to perform an inspection of the warehouses located on the East side of the Canajoharie Creek including area(s) affected by the incidental disturbance of asbestos TSI previously identified. Spectrum shall perform a contamination assessment of the property to determine the extent of ACM contamination. Spectrum will review any previous reports/variances available and incorporate them into its assessment. In addition, Spectrum may collection bulk, wipe and air sampling as needed to determine the need of the clean-up and to support the preparation of a site specific variance as may be required by ICR 56 for incidental disturbances greater than 10 SF. If no asbestos contamination is identified, this will be documented. Spectrums goal is to provide the following:

1. Review and complete as needed the required demolition survey of Building #73 to proceed as soon as possible.
2. Determine the scope and prepare a site specific variance for the cleanup of incidental disturbances throughout the remaining warehouses that were created by previous improper removals.
3. Review and complete as needed the required demolition surveys for the remaining buildings to allow for abatement and demolition as required under ICR 56-5.1
4. Support and provide monitoring of the abatement contractors activities to facilitate their successful completion of their work including visual inspections and monitoring as required.

ESTIMATED COST: Spectrum has prepared the following cost estimate for your consideration. Final cost will be based on the unit prices and number of samples needed to properly comply with the NYS regulations concerning asbestos.

Item	Unit Cost	Total Cost
Building #73 inspection and report (plus samples as needed)		\$ 800.00
Hazard Assessment/Inspection of remaining warehouses		\$ 1,600.00
PLM Analysis (Bulks)	\$ 20.00 ea.	TBD
PLM-NOB Analysis Prep	\$ 12.00 ea.	TBD
TEM Analysis (ie. Wipes, Negative PLM-NOB's)	\$ 55.00 ea.	TBD
PCM Air Analysis	\$ 10.00 ea.	TBD
Variance Preparation by NYS Asbestos Designer		\$ 850.00
NYS DOL Variance Fee		\$ 350.00
Daily Monitoring Rate - 8 hours /day	\$ 600.00	TBD
Project Monitor Visual Inspection	\$ 400.00	TBD
Senior Project Manager	\$ 75.00 /hr.	TBD
Generator w/ fuel (if needed)	\$ 100.00 /day	TBD
Final Monitoring Report/ Admin Fee/ Expenses	\$ 550.00	TBD

Analysis costs are based on a 24 hr. turnaround. If work is performed evenings or weekend the labor rates are 50% higher. All analysis is to first positive per homogeneous group. TEM analysis is required by NYSDOH if the PLM-NOB result is negative.

Initial estimated cost for scope item #1 is \$1,000.00 and for item #2 it is \$3,500.00. Item #3 and #4 will need to be addressed based on the findings and completion of item #2.

Site Requirements:

- Client shall provide all previous reports, variances and correspondences related to the asbestos issues concerning this site as available. Spectrum will contact the NYSDOL to discuss any issues they have identified to insure compliance to their satisfaction.
- Waste dumpsters currently located within the building are not part of our scope under this agreement.
- Owner shall provide access and allow use of the site as needed to perform the scope of work in accordance with all state and federal regulations. All areas of the building must be accessible and free of excessive items and debris to Spectrum's sole judgment. Safe roof access must be provided.
- Inaccessible areas will be noted and reviewed with the client to determine if access can be made. Suspect ACM located in inaccessible areas will be assumed positive until proper sampling can be performed. Spectrum will not perform demolition activities to access suspect areas.
- In areas where building materials have deteriorated and homogeneity cannot be determined (ie. significant damage/collapse or fire damaged areas), the NYS DOL requires these areas to be assumed as asbestos containing.
- Spectrum may provide written reports in accordance with ICR 56-5 which will include laboratory results, locations, condition, and quantities of all identified ACM and the property owners name and contact information. The client will be required to provide the owners name and address as required by ICR 56.
- ICR 56-5.1(g) requires the submission of survey reports to the NYS DOL Asbestos Control Bureau. Spectrum considers these reports confidential and does not submit them to third parties.
- Roof sampling will be weather dependent and may require additional safety measures based on roof conditions.
- Spectrum may provide roof patching if needed, but does not warranty against leaks. If the client requests it, Spectrum will coordinate its roof sampling with others who can provide the appropriate roof patching.
- If Spectrum visits a site and due to site conditions cannot perform the scope of work as outlined in this proposal, there will be a minimum charge of \$200.00 plus expenses.

Spectrum would like to thank you for the opportunity to present our proposal for asbestos consulting services. If you have any questions regarding our proposal or pricing, please feel free to contact me at 518-346-6374 or wmassmann@4spectrum.com.

PROPOSAL ACCEPTANCE AGREEMENT AND PAYMENT TERMS:

1. Proposal shall remain valid for thirty (30) days from date prepared.
2. Spectrum is requesting a deposit in the amount of \$2,000.00.
3. Client agrees to pay Spectrum for all work performed, upon presentation of invoice, the sum(s) stipulated in the attached proposal. The Client's obligation to pay is in no way dependent upon the Client's ability to obtain financing, payment from third parties, approval of governmental or regulatory agencies, or on the Client's successful completion of the project.
4. Invoices not paid within thirty (30) days of invoice date are subject to a 1-1/2% per month late payment fee. In suit to collect fees under this agreement, the client agrees to pay all of Spectrum's collection costs, court costs, interest, and reasonable attorney's fee.
5. In the event any invoice is not paid within thirty (30) days, Spectrum reserves the right to suspend services under this contract.
6. Client agrees to indemnify and defend Spectrum from any liability, loss cost or expense in connection with the Services, including attorney's fees, claimed for property damage, bodily injury, including death, or other injury or loss except such as is caused solely by the negligence or willful misconduct of Spectrum, its employees, or agents.

7. Spectrum carries the appropriate insurance, including workers compensation, for the type of work it performs. A certificate of insurance is available upon request at the start of the project. Any limit or coverage changes requested will result in an additional charge billed for any cost incurred by Spectrum.
8. Spectrum shall not commence work on this project until an executed copy of this agreement has been received and approved.
9. This agreement represents the entire agreement between the parties and may not be altered except in writing signed by both parties.

Respectfully Submitted,

Acceptance



William L. Massmann
President

Rodney Brunley
Name:

Rodney Brunley
Signature:

3099


B & B RECYCLING LLC

105 W BIRMINGHAM PL.
BROKEN ARROW, OK 74011-3460

DATE 1-28-15

86-1211/1031

PAY TO THE
ORDER OF

Spectrum Environmental Assoc. \$ 2000.⁰⁰
Two thousand & ^{no}/₁₀₀ DOLLARS  Security Features
Indicated
Outside on Back



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SECURITY BANK
888-272-8866
www.citizenssecurity.com

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FOR Canajoharie, NY - Beechnut mill

M. Brett Brumley 

⑈003099⑈ ⑆103112112⑆ ⑈08 890 6⑈

ATTACHMENT E

RE: CGK's second proposal for the removal of asbestos including clean up and removal of asbestos that was TD's responsibility.

Pertains to Questions: 5, 8, 9


CGK Environmental Services, LLC

Proposal for Asbestos Abatement Services

January 26, 2015

To: Rodney Brumley
B & B Recycling
105 West Birmingham Place
Broken Arrow, OK 74011

CGK Environmental Services, LLC (CGK) is pleased to provide you with this price quote for the Asbestos Abatement Project located at the former Beechnut plant located at 69 Church Street Canajoharie, NY 13317. The project will be restricted to the procedures put forth in the Variance and work plan provided by Spectrum Environmental Associates, Inc. and approved by the NYSDOL for the Abatement and Disposal of:

- 
1. The cleaning of the floors in buildings # 6, 7, 8, 9, 10 & 11, involved in incidental disturbances at the site from the previous asbestos contractors as directed by NYSDOL.
 2. The abatement and disposal of 6,507 linear feet of intact pipe insulation remaining in buildings #38, 40, 42, 45 & 50 as per site specific variance
 3. The abatement and disposal of 3,300 square feet of ACM floor tile located in buildings 45 and 56.
 4. The abatement and disposal of roof flashing, cement and associated caulk on the penetrations and perimeter parapets on building # 73 as needed.
 5. CGK will provide oversight service of the roof abatement for buildings 2, 7, 8, 9 and 12.

All Abatement work shall be conducted in adherence to NYCRR Part 56, Approved NYSDOL Site Specific Variances, US OSHA, US EPA and all other applicable state and federal regulations.

Note: This quoted price is based upon current information and may be subject to change, pending the NYSDOL's approval of the amendments to the existing variance for this project, and/or any additional changes the NYSDOL sees fit to make to the existing variance.

CGK agrees to provide all services for asbestos abatement on the above stated project for the cost of ***(\$89,329.00) Eighty Nine Thousand Three Hundred Twenty Nine dollars.*** CGK requires a fifty percent of total cost down payment prior to starting this project. B & B Recycling has already provided CGK with ***(\$11,075.00) Eleven Thousand, Seventy Five Dollars,*** therefore CGK requires an additional ***(\$33,589.50) Thirty Three Thousand, Five Hundred Eighty Nine Dollar and fifty cents*** for the down payment.

All payments are to be made by certified Check, Money Order or Wire Transfer of Funds. Work shall commence immediately upon receipt of the down payment and receipt of the original signed copy of this proposal as well the starting date prescribed in all government notifications.

CGK Environmental Services, LLC

If you have any questions do not hesitate to call me at (518)514-8374.

Respectfully Submitted,

William T. King

William T. King
Project Manager

By signing this proposal B & B Recycling agrees to the terms and conditions as stated above:

X: _____
Rodney Brumley
B & B Recycling

I have received this signed proposal and shall conduct the project according to the established work plan as stated in this document:

X: *William T. King*
William T. King
CGK Environmental Services, LLC

Residential ☐ Business

Bixby, OK



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From: Thegilberts8@aol.com

Date: Wednesday, January 28, 2015 10:20 AM

To: Brumer@cox.net

Subject: Fwd: Beechnut

Size: 39 KB

Attachments: CGKProposalBeechnut5.docx (33.5 KB)

From: wmking@nycap.rr.com
To: Brumer@cox.net
CC: Thegilberts8@aol.com
Sent: 1/26/2015 1:07:45 P.M. Eastern Standard Time
Subj: Beechnut

Hi Rod,

here is your quote for services for the east side. A couple things,

do you have a certified waste hauler and land fill for your part of the roofing? We need his information for the notifications.

We checked with NYSDOL Engineering and only one \$4,000.00 notification fee is required for the project including the incidentals.

What other states would you like us to work with you in?

We have a guy in Texas now, so if you have a spec we can look at the job.

thanks,

Bill King

Open Attachment CGKProposalBeechnut5.docx

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From: Thegilberts8@aol.com 
Date: Monday, January 26, 2015 2:16 PM
To: Brumer@cox.net 
Subject: Fwd: (no subject)waste rates
Size: 4 KB

ROD, for your consideration, TJG

From: 5185148374@vzwpx.com
To: thegilberts8@aol.com
Sent: 1/26/2015 5:10:20 P.M. Eastern Standard Time
Subj: (no subject)

FWD: \$38.00 per ton 28 ton min. On 100 yd c&d - non friable trailers. \$1200. For one haul of friable 40 yd dumpsters. \$1900. For hauling of 2.
CB#: 518-514-8374

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Citizens Security Bank
NOTICE OF WIRE TRANSFER 2/06/15

FUNDS IN THE AMOUNT OF \$ 10,000.00 HAVE BEEN WIRED
From Deposit ACCOUNT NUMBER 88906

Receiving bank - FIRST NIAGRA
Beneficiary name - CGK ENVIRONMENT SERVICES
Beneficiary acct - 7901111380

D

TRANSFER FEE - \$ 16.95

B & B RECYCLING LLC
105 W BIRMINGHAM PL
BROKEN ARROW OK 74011-3460

ATTACHMENT F

**RE: EPA Notification of Demolition and Renovation
and Asbestos Project Notification**

Pertains to Questions: 5, 9

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From: Thegilberts8@aol.com 
Date: Thursday, January 29, 2015 7:34 AM
To: wmking@nycap.rr.com 
Cc: Brumer@cox.net 
Subject: NOTIFICATION
Size: 151 KB

Attachments: 26091255.pdf (147.4 KB)

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Asbestos Project Notification

Project Reference Number: 26091246

Type: Amended Notification

Status: Notification Received

Notification Received: 1/29/2015

Payment Status: Unpaid

Number of amendments: 1

Notification Entered By: CGK Environmental
Ser

Contractor Information

FEIN: 472284723

CGK Environmental Services, LLC

Mailing Address

1185 Phoenix Ave.

Schenectady NY 12308

Asbestos License Number: 81285

Duly Authorized Representative

Thomas Gilbert, Other

Phone Number: 518-514-8374

E-mail Address: Thegilberts8@aol.com

Project Information

Project Start Date: 2/9/2015

Project End Date: 12/31/2015

Project Location County: Montgomery

Worker Compensation

Worker Compensation Policy#:

WC Exemption Certificate#: 077607

Number of your employees you expect to be on project:

Will temporary workers be used?

If yes, name of temporary agency:

Project Location

Building Name: Former Beechnut Facility

Room or Location:

Bridge ID#:

Address Line 1: 68 Church street

Address Line 2:

City Town or Village: Canajoharie

State: New York

Zip Code: 13317

Building Information

Current Use: Vacant
Prior Use: Commercial
Approximate Year Built: 1901
Size(sq.ft): 650000
Is this fee exempt project?: NO
Reason:

Building Representative/Site Contact

Name: Thomas Gilbert
Phone Number: 518-514-8374
E-mail Address:
Cell Phone Number:

Phase Details

Phase #	Phase Start Date	Phase End Date	Phase Location	Phase Scope
---------	------------------	----------------	----------------	-------------

Sub-Contractor Details

Name: Asbestos License Number:

Night/Weekend/Shift Work Details

mon-sat 0700 am-1600 pm

Party for Whom Work is being Performed

First Name:	Rod	Last Name:	Brumley
Organization:	B&B Recycling		
Apt./Suite:	105	Address Line 1:	West Birmingham Place
Address Line 2:		City Town or Village:	Broken Arrow
Province:		State:	OK
Zip Code:	74011	Country:	United States
Contract Dollar Amount:	\$89,329.00		

Variance Information

Individual Variance Petition Number: Site specific variances 14-0377,14-0590

Procedures and Type of Equipment and Ventilation Systems Used

Wrap & cut intact piping-glovebag as per variance.hepa vac,wet methods, remote decon units

Air Monitoring Firm

Name: Spectrum Environmental Associates, Inc
Asbestos License Number: 29081

Laboratory Performing Analysis

Name: Sprectrum environmental associates, inc
ELAP Registration Number: 11540

Type of Asbestos Work

Pipe Related:	Yes	Siding:	No
Clean up:	Yes	Vessel covering:	No
Caulking/mastic:	No	Spray-on insulation:	No
Roofing/flushing:	Yes	VAT:	Yes
Demolition:	Yes	Demolition Ref#:	
Other-specify:			

Waste Transporter

Name: Action waste services
NYS DEC or EPA Permit Number: 4A-619
Phone Number: 518-788-6726
Apt./Suite: PO BOX 181
Address Line 1: RT43
Address Line 2:
City Town or Village: WEST SAND LAKE
Province:
State: NY
Zip Code: 12196
Country: United States

Landfill

Name: ALBANY LANDFILL
Phone Number: 518-869-3651
Apt./Suite: 525
Address Line 1: RAPP ROAD
Address Line 2:
City Town or Village: ALBANY
Province:
State: NY
Zip Code: 12205
Country: United States

Type and Amount of Asbestos Containing Material

Friable linear feet:	6507	Friable square feet:	227820
Non-friable linear feet:	0	Non-friable square feet:	156660

Fee

Total linear feet: 6507.0
Total square feet: 384480.0
Total Fee: 4000.0

Project Fee Schedule

If the notification was submitted prior to 4/7/09, the actual project fee is one half of the amount shown on the fee schedule

Linear Feet:	Fee	Square Feet:	Fee
0 - 259 feet:	\$0	0 - 159 feet:	\$0
260 - 429 feet:	\$200	160 - 259 feet:	\$200
430 - 824 feet:	\$400	260 - 499 feet:	\$400
825 - 1649 feet:	\$1000	500 - 999 feet:	\$1000
1650 or more feet:	\$2000	1000 or more feet:	\$2000

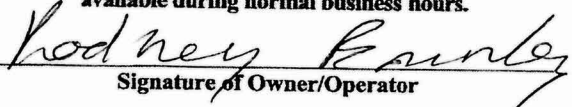
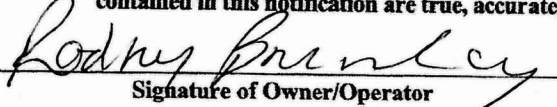
Remarks

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[illegible]

U.S. EPA NOTIFICATION OF DEMOLITION AND RENOVATION

Page 2 of 2

X.	Description of planned Demolition or Renovation work to be performed and method(s) to be employed, including demolition or renovation techniques to be used and description of affected facility component s: Complete demo of existing structures to existing grade by machine/manual methods, disposal of all non-recyclable or regulated materials as required by currant EPA, DEC, DOT, NYS ICR 56 regulations & site specific variances
XI.	Description of work practices and engineering controls to be used to comply with the requirements, including asbestos removal and waste handling emission control procedures: Adherence to currant Neshap regulation/ICR56 and all other federal/state/ local regulation by certified&qualified persons per issued project design and site specific variances
XII.	Waste Transporter #1 Name: <u>TBD</u> Address: _____ City: _____ State: _____ Zip Code: _____ Contact: _____ Telephone: () _____ Waste Transporter #2 Name: _____ Address: _____ City: _____ State: _____ Zip Code: _____ Contact: _____ Telephone: () _____
XIII.	Waste Disposal Name: <u>TBD</u> Address: _____ City: _____ State: _____ Zip Code: _____ Contact: _____ Telephone: () _____
XIV.	Emergency Demolition (complete Item XIV only if this project is an Emergency Demo.) 1. Attach a copy of the Order to this notice. 2. Name of Authority Issuing Order: <u>NA</u> Title: _____ 3. Authority of Order (Citation of Code): _____ 4. Date of Order (MM/DD/YY): _____ Date Ordered to Begin _____
XV.	Emergency Renovation (Attach separate sheet with the following information if project is Emergency Renovation.) 1. Date and Hour of the Emergency: 2. Description of the Sudden, Unexpected Event: 3. Explanation of how the event caused unsafe conditions or equipment damage or an unreasonable financial burden.
XVI.	Description of procedures to be followed in the event that unexpected RACM is found or non-friable ACM becomes crumbled, pulverized, or reduced to powder. In accordance with existing NESHAP, OSHA, NYS ICR 56 REGULATIONS BY CERTIFIED&QUALIFIED PERSONS
XVII.	I certify that an individual trained in the provisions of NESHAP (40 CFR PART 61, SUBPART M) will be on -site during the Demolition or Renovation, and evidence that the required training has been accomplished by this person will be available during normal business hours. <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">  Signature of Owner/Operator </div> <div style="text-align: center;"> <u>1-27-15</u> Date </div> <div style="text-align: center;"> <u>THOMAS J GILBERT</u> Type or Print Name and Title </div> </div>
XVIII.	I acknowledge the existence of laws prohibiting the submission of false or misleading statements, and I certify that facts contained in this notification are true, accurate, and complete. <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">  Signature of Owner/Operator </div> <div style="text-align: center;"> <u>1-27-15</u> Date </div> <div style="text-align: center;"> <u>THOMAS J GILBERT</u> Type or Print Name and Title </div> </div>

Citizens Security Bank
NOTICE OF WIRE TRANSFER 1/28/15

FUNDS IN THE AMOUNT OF \$ 4,000.00 HAVE BEEN WIRED
From Deposit ACCOUNT NUMBER 88906

Receiving bank - FIRST NIAGARA
Beneficiary name CGK ENVIRONMENT SERVICES
Beneficiary acct - 7901111380

D

TRANSFER FEE - \$ 16.95

B & B RECYCLING LLC
105 W BIRMINGHAM PL
BROKEN ARROW OK 74011-3460

Canajoharie

ATTACHMENT G

RE: Correspondence from Spectrum and CGK
pertaining to the completed abatement.

Pertains to Questions: 5, 9



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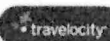
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From: William Massmann <wmassmann@4spectrum.com>  
Date: Wednesday, February 11, 2015 6:04 AM
To: brumer@cox.net <brumer@cox.net> 
Cc: wmking@nycap.rr.com <wmking@nycap.rr.com>, James Capasso <jcapasso@4spectrum.com> 
Subject: Building 73
Size: 8 KB

Ron/Bill,

I spoke with Lou Carrock at the DOL this morning and he seems good with the report I sent him yesterday. He wants copies of the visual when the roof abatement is complete. I will send it to him directly when completed.

Ron – Lou again told me that when build 73 demolition starts he wants to see the entire building taken down without any delays due to the high visibility of the project. I told him I would pass that on to you.

Bill – We'll talk later today on the abatement schedule for the visual. Keep in mind the "clean and dry" provision for the clearance visual.

Thanks Gentleman,

Bill

William L. Massmann, President

Spectrum Environmental Associates, Inc.

2539 Albany Street, Schenectady, NY 12304

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From: [Thegilberts8@aol.com](#) 
Date: Friday, February 13, 2015 1:47 PM
To: [Brumer@cox.net](#) 
Subject: canajoharie
Size: 3 KB

Rod ,We'll complete removal on 73 roof Sunday so your men can start on Monday (snow again tomorrow) weather sucks-.any questions?

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From: Thegilberts8@aol.com 

Date: Tuesday, February 17, 2015 12:49 PM

To: Brumer@cox.net, demospecialist@hotmail.com 

Subject: Fwd: GOIND FWD AT BEECHNUT

Size: 5 KB

From: Thegilberts8@aol.com

To: winking@nycap.rr.com

Sent: 2/17/2015 3:37:51 P.M. Eastern Standard Time

Subj: GOIND FWD AT BEECHNUT

ROD, Building 73 is under demo after required asbestos abatement .Final inspection results issued to principals and regulatory agencies. Spectrum is processing site specific variance amendment for floor cleanup of incidental disturbances in buildings 11,10,9,8,7,6 as discussed with NYSDOL(spectrum needs YOUR request to go forward) .CGK ENV is currently on hold pending variance amendment & contractual obligations with B&B Recycling. I need to keep going to stay ahead of you and would like to keep the two week buffer we have right now

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ATTACHMENT H

RE: Variance Petition for further abatement and correspondence of continued abatement from Spectrum and CGK.

Pertains to Questions: 5, 8, 9



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From: Thegilberts8@aol.com

Date: Monday, March 2, 2015 2:18 PM

To: Brumer@cox.net, demospecialist@hotmail.com, lou.carrock@labor.ny.gov

Subject: Fwd: Amendment for Canajoharie

Size: 2 MB

Attachments: AmendmentforCanajoharie (1096.7 KB) 14-0590Amend#3CanajoharieNY.pdf (793.7 KB)

From: wmking@nycap.rr.com
 To: Thegilberts8@aol.com
 Sent: 3/2/2015 2:40:35 P.M. Eastern Standard Time
 Subj: Fwd: Amendment for Canajoharie

—Original Message—

Date: Mon, 2 Mar 2015 11:54:49 -0500
 From: James Capasso <jcapasso@4spectrum.com>
 Subject: Amendment for Canajoharie
 To: "wmking@nycap.rr.com" <wmking@nycap.rr.com>

FYI

James A. Capasso II, *Operations Manager*

Spectrum Environmental Associates, Inc.

2539 Albany Street, Schenectady, NY 12304

518-346-6374 Ext 204 Fax: 518-346-4062

518-365-3778 Cell

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Open Attachment AmendmentforCanajoharie Open Attachment 14-0590Amend#3CanajoharieNY.pdf

5/6/2015

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APPROVED


February 20, 2015

Mr. Ed Smith
Harriman State Office Campus
Building 12, Room 154
Albany, New York 12240

MAR 2 2015 Pg 1 of 2
New York State Dept. of Labor
Engineering Services Unit

Re: Variance Petition # 14-0590
Former Beechnut Facility

Mr. Smith,

 Spectrum has been retained to provide asbestos consulting services for the remediation of asbestos from the warehouses located on the East side of the Canajoharie creek at the former Beech-Nut Facility. The administrative building and associated structures on the West side of the Canajoharie Creek are not part of this scope. Based on information provided by the owner, sub-contractor and current abatement contractor – abatement was previously performed on asbestos containing pipe insulation. It was performed by a different abatement contractor and monitoring firm using the above identified variance. That work was stopped by order of the NYSDOL by Mr. Lou Carrock due to issues with procedures, licensing and some illegal removals.

On January 21, 2015, Spectrum walked the entire warehouse space (approximately 365,000 SF) and noted several areas where suspect debris was on the floor. There were about 15-20 locations, each with less than a square foot of material being identified as assumed ACM. After speaking with Mr. Carrock of the NYSDOL it was agreed in principle that the best course of action was to follow the abatement methods outlined below:

- Project monitor shall be on site to observe abatement contractor's work practices and to provide visual inspections. Abatement work may not be performed unless project monitor is on site.
- A small project decontamination unit shall be constructed at a controlled entrance to the warehouses. All personnel must enter and exit the regulated abatement work area through the decontamination unit.
- Personal Protective Equipment. Abatement workers shall don appropriate personal protective equipment before entering the regulated abatement work area in compliance with Section 56-7.6.
- Abatement Procedures.
 - Workers in full PPE shall follow the supervisor and project monitor as they visually inspect the warehouse areas. and any suspect debris would be HEPA vacuumed as the inspection progressed thru the warehouses
 - Minor disturbances (<10 SF) shall be misted with amended water and cleaned up by the workers.

Page 1 of 2

- If any disturbance is identified that exceeds a minor project, that area will be cordoned off. A tent w/ air lock and negative pressure shall be constructed around the disturbance.
- Upon completion of cleanup, tent enclosures shall be visually inspected and clearance air sampling performed in accordance with 56-4. The tent/airlock used may be moved after it is wet wiped.
- Negative pressure and area monitoring of the warehouse areas need not be performed. The space is approximately 365,000 SF. There will be local HEPA filtration with cleanup and tent enclosures. Clearance monitoring would be performed for any tent enclosure constructed.
- Once the entire warehouse space has been cleaned of visual debris and cleared with visual inspections by the supervisor and project monitor and any necessary clearance air sampling of tent enclosures the abatement of the remaining ACM materials identified by previous reports would commence following the site specific variance 14-0590.

Thank you for considering this amendment to the variance. If this amendment is acceptable, this letter shall be attached to the approved variance and considered one and the same.

Sincerely,



James Capasso
Project Designer #91-06386

APPROVED

MAR 8 2015 Pg 2 of 2

New York State Dept. of Labor
Engineering Services Unit



FYI

James A. Capasso II, *Operations Manager*
Spectrum Environmental Associates, Inc.
2539 Albany Street, Schenectady, NY 12304
518-346-6374 Ext 204 Fax: 518-346-4062
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From: Thegilberts8@aol.com 
Date: Wednesday, February 25, 2015 1:05 PM
To: Brumer@cox.net 
Subject: beechnut
Size: 3 KB

Rod, waiting on variance amendment to proceed also, can you deposit remaining balance of down payment (23,598.50) ASAP or are there some things we need to discuss???
when will you be here?

t gilbert

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From: [Thegilberts8@aol.com](#) 
Date: Thursday, March 5, 2015 2:23 PM
To: [Brumer@cox.net](#) 
Cc: [wmking@nycap.rr.com](#) 
Subject: beechnut
Size: 4 KB

ROD,as you have heard ,work is going well and we may be able to start pipe removal portion of contract next week. it is of utmost importance that remainder of deposit(23,598.50) balance is in bank tomorrow 03/06/2015 as this is my operating capital. as requested we will submit a cost breakdown for floor clean up as soon as last areas are completed for your back billing. there are other removals you should not carry the burden for (tile removals) would you like that broken out also.
tjg thanks

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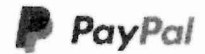
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From: Thegilberts8@aol.com 
Date: Sunday, March 8, 2015 7:37 PM
To: Brumer@cox.net 
Cc: demospecialist@hotmail.com, wmking@nycap.rr.com 
Subject: BEECHNUT BILLING
Size: 3 MB

Attachments: Scan_Doc0061.pdf (2569.3 KB)

ROD ,Attached is a copy of contract dated 01/26/2015 value 89,329.00
50% down payment value 44664.50
Actual down payment value to date 33,075.00
Balance due on down payment 11,589.50

Currant recoup from Todd for floor clean is 33,566.00
attached are contract & ins cert as you requested

Open Attachment Scan_Doc0061.pdf 

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CGK Environmental Services, LLC

Proposal for Asbestos Abatement Services

January 26, 2015

To: Rodney Brumley
B & B Recycling
105 West Birmingham Place
Broken Arrow, OK 74011

CGK Environmental Services, LLC (CGK) is pleased to provide you with this price quote for the Asbestos Abatement Project located at the former Beechnut plant located at 69 Church Street Canajoharie, NY 13317. The project will be restricted to the procedures put forth in the Variance and work plan provided by Spectrum Environmental Associates, Inc. and approved by the NYSDOL for the Abatement and Disposal of:

1. The cleaning of the floors in buildings # 6, 7, 8, 9, 10 & 11, involved in incidental disturbances at the site from the previous asbestos contractors as directed by NYSDOL.
2. The abatement and disposal of 6,507 linear feet of intact pipe insulation remaining in buildings #38, 40, 42, 45 & 50 as per site specific variance
3. The abatement and disposal of 3,300 square feet of ACM floor tile located in buildings 45 and 56.
4. The abatement and disposal of roof flashing, cement and associated caulk on the penetrations and perimeter parapets on building # 73 as needed.
5. CGK will provide oversight service of the roof abatement for buildings 2, 7, 8, 9 and 12.

All Abatement work shall be conducted in adherence to NYCRR Part 56, Approved NYSDOL Site Specific Variances, US OSHA, US EPA and all other applicable state and federal regulations.

Note: This quoted price is based upon current information and may be subject to change, pending the NYSDOL's approval of the amendments to the existing variance for this project, and/or any additional changes the NYSDOL sees fit to make to the existing variance.

CGK agrees to provide all services for asbestos abatement on the above stated project for the cost of ***(\$89,329.00) Eighty Nine Thousand Three Hundred Twenty Nine dollars.*** CGK requires a fifty percent of total cost down payment prior to starting this project. B & B Recycling has already provided CGK with ***(\$11,075.00) Eleven Thousand, Seventy Five Dollars,*** therefore CGK requires an additional ***(\$33,589.50) Thirty Three Thousand, Five Hundred Eighty Nine Dollar and fifty cents*** for the down payment.

All payments are to be made by certified Check, Money Order or Wire Transfer of Funds. Work shall commence immediately upon receipt of the down payment and receipt of the original signed copy of this proposal as well the starting date prescribed in all government notifications.

1185 Phoenix Avenue, Schenectady, New York 12308 [Type text]

Page 1

23,598.50
- 12,000.00
11,589.50



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/11/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bonding & Insurance Specialists Agency, Inc. In California, dba Bonds and Insurance Services, License #0795489 9340 S. Harlem Avenue Bridgeview IL 60455		CONTACT NAME: Karen OConnell PHONE (A/C, No. Ext): 708-598-5355 E-MAIL ADDRESS: koconnell@bisa-inc.com FAX (A/C, No): 708-598-6686	
INSURED Environmental Managemnet Services Group LLC dba Champlain Valley Environmental P.O. Box 1892 Plattsburgh NY 12901		INSURER(S) AFFORDING COVERAGE INSURER A: Admiral Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 24856	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractors Pollution Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below	X	X	FEI-ECC-18752-01	01/10/15	01/10/16	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	PROFESSIONAL LIABILITY CLAIMS MADE FORM			FEI-ECC-18752-01	01/10/15	01/10/16	LIMITS ARE INCLUDED WITH THE GENERAL AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PROJECT: 68 CHURCH STREET, CANAJOHARIE, NEW YORK 13317

CERTIFICATE HOLDER B & B RECYCLING ATTN: RODNEY BRUMLEY 105 WEST BIRMINGHAM PLACE BROKEN ARROW, OK 74011 kao	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

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From: Thegilberts8@aol.com 
Date: Monday, March 2, 2015 3:15 PM
To: Brumer@cox.net 
Subject: (no subject)
Size: 3 KB

<< Prev | Next >>

Rod, see you at 7am wed as advised by Rodney- need air tech on site at same time so work can start thanks, TJG

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From: wmking@nycap.rr.com 
Date: Tuesday, March 3, 2015 1:07 PM
To: Brumer@cox.net 
Subject:
Size: 2 KB

Hi Rod,

I spoke with Tommy, please do not forget to send the written conformation of your intent to remit the balance of the down payment on Friday. Also we will send a breakdown of the floor cleaning as you requested.

thanks,

Bill King

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From: wmking@nycap.rr.com 
Date: Tuesday, March 3, 2015 12:53 PM
To: Rod <brumer@cox.net> 
Subject: Beechnut Scheduling
Size: 2 KB

Rod,

In order to expedite asbestos abatement operation at the Beechnut project between B & B, CGK and Spectrum. Does CGK have permission to take the lead on setting and communicating the asbestos abatement schedule to all parties? Please respond.

Thanks

Bill King

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ATTACHMENT I

RE: Resolution for Site mapping.

Pertains to Questions: 5, 9

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From: Thegilberts8@aol.com 📧
 Date: Thursday, March 12, 2015 4:28 PM
 To: lou.carrock@labor.ny.gov 📧
 Cc: Brumer@cox.net, demospecialist@hotmail.com, vocoff@albany.twcabc.com, was2001@gmail.com 📧
 Subject: Fwd: beechnut canajoharie
 Size: 3 MB
 Attachments: Scan_Doc0064.pdf (2728.1 KB)

From: Thegilberts8@aol.com
 To: wmking@nycap.rr.com
 Sent: 3/12/2015 7:17:32 P.M. Eastern Daylight Time
 Subj: beechnut canajoharie

Lou, CGK and Spectrum are working on a resolution for site mapping/building designation . Attached are maps with reference numbers to be referred to for their specific operations at present time .
 NOTE, AECC'S Cad map drawing should not be used for anything other than sampling location and results. It does not accurately reflect building design or removal locations

Open Attachment Scan_Doc0064.pdf 📎

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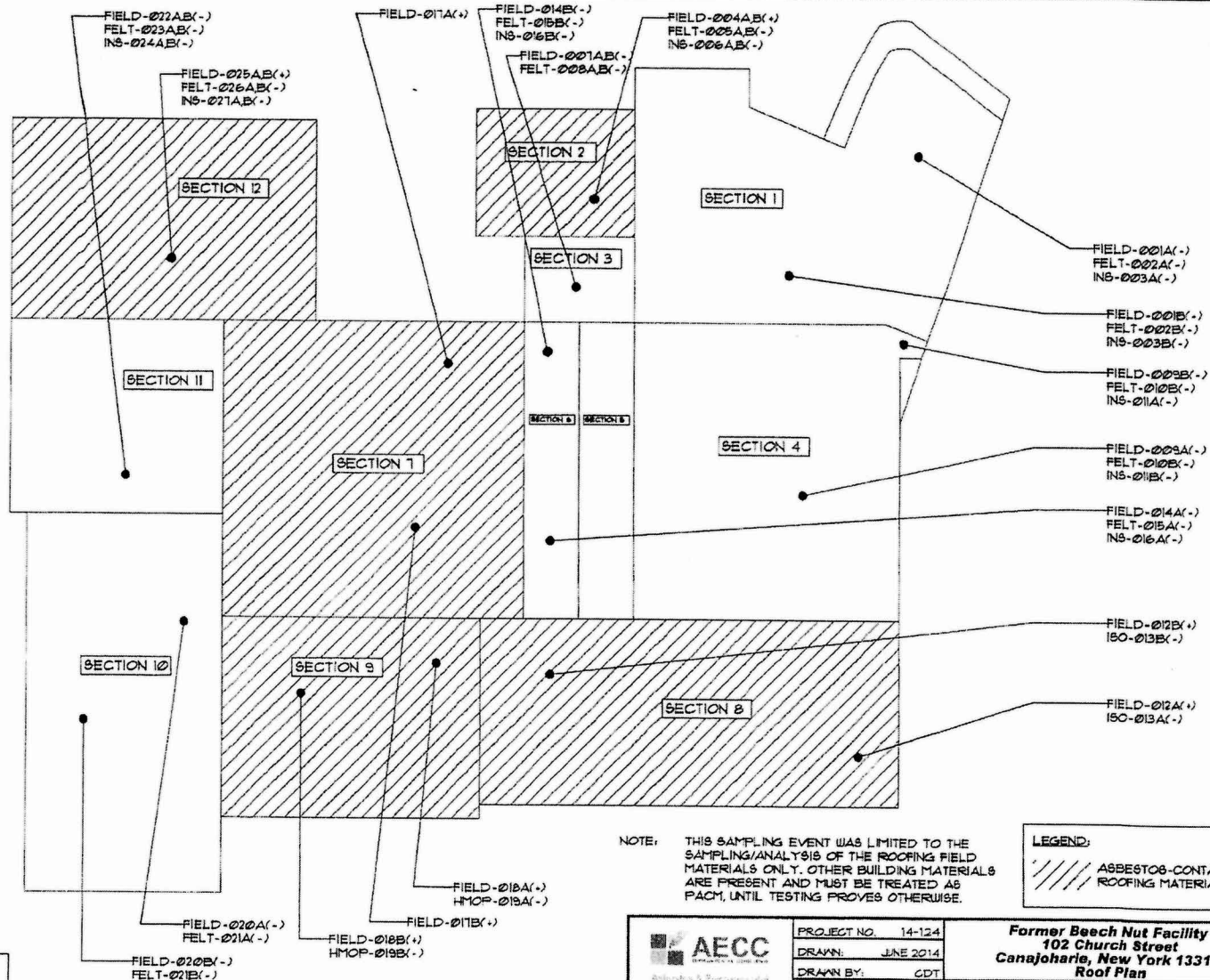
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MAP 1 E W ROOFING

N



NOTE: THIS SAMPLING EVENT WAS LIMITED TO THE SAMPLING/ANALYSIS OF THE ROOFING FIELD MATERIALS ONLY. OTHER BUILDING MATERIALS ARE PRESENT AND MUST BE TREATED AS PACM, UNTIL TESTING PROVES OTHERWISE.

LEGEND:
/// ASBESTOS-CONTAINING BUILT-UP ROOFING MATERIALS

THE INFORMATION INCLUDED ON THE DRAWING REPRESENTATION HAS BEEN ADAPTED FROM A VARIETY OF SOURCES AND IS PROVIDED AS A GUIDE ONLY. IT IS NOT INTENDED TO BE USED AS A BASIS FOR ANY DECISIONS OR ACTIONS. THE USER OF THIS INFORMATION SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY DATA TO SUPPORT ANY DECISIONS OR ACTIONS. THE USER OF THIS INFORMATION SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY DATA TO SUPPORT ANY DECISIONS OR ACTIONS.

AECC
Asbestos & Environmental Consulting Corporation

PROJECT NO. 14-124
DRAWN: JUNE 2014
DRAWN BY: GDT
CHECKED BY: BB
FILE NAME:

Former Beech Nut Facility
102 Church Street
Canajoharie, New York 13317
Roof Plan

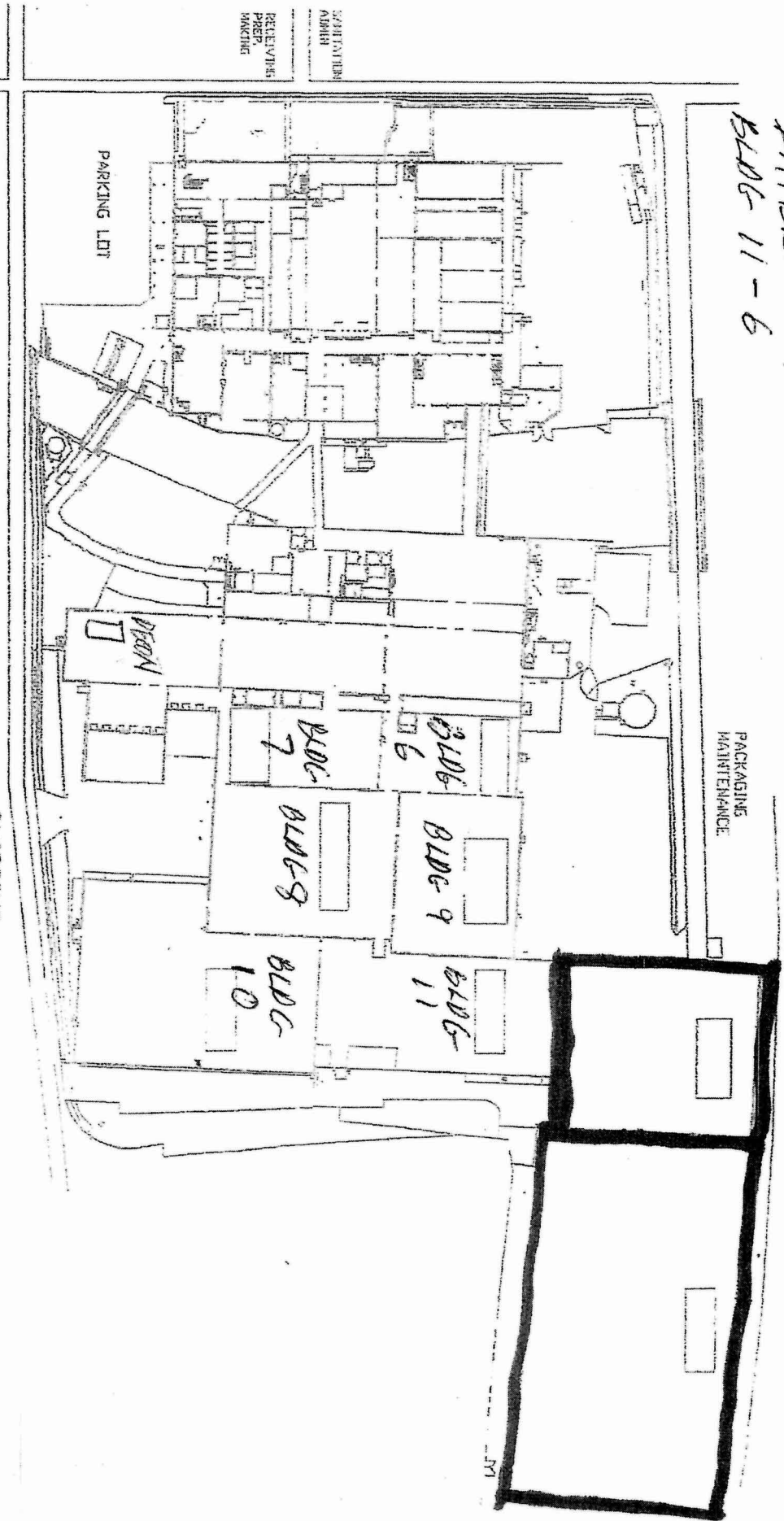
Limited Asbestos Bulk Sampling Event

FIGURE
1

INTERIOR REMOVAL
BLDG 11-6

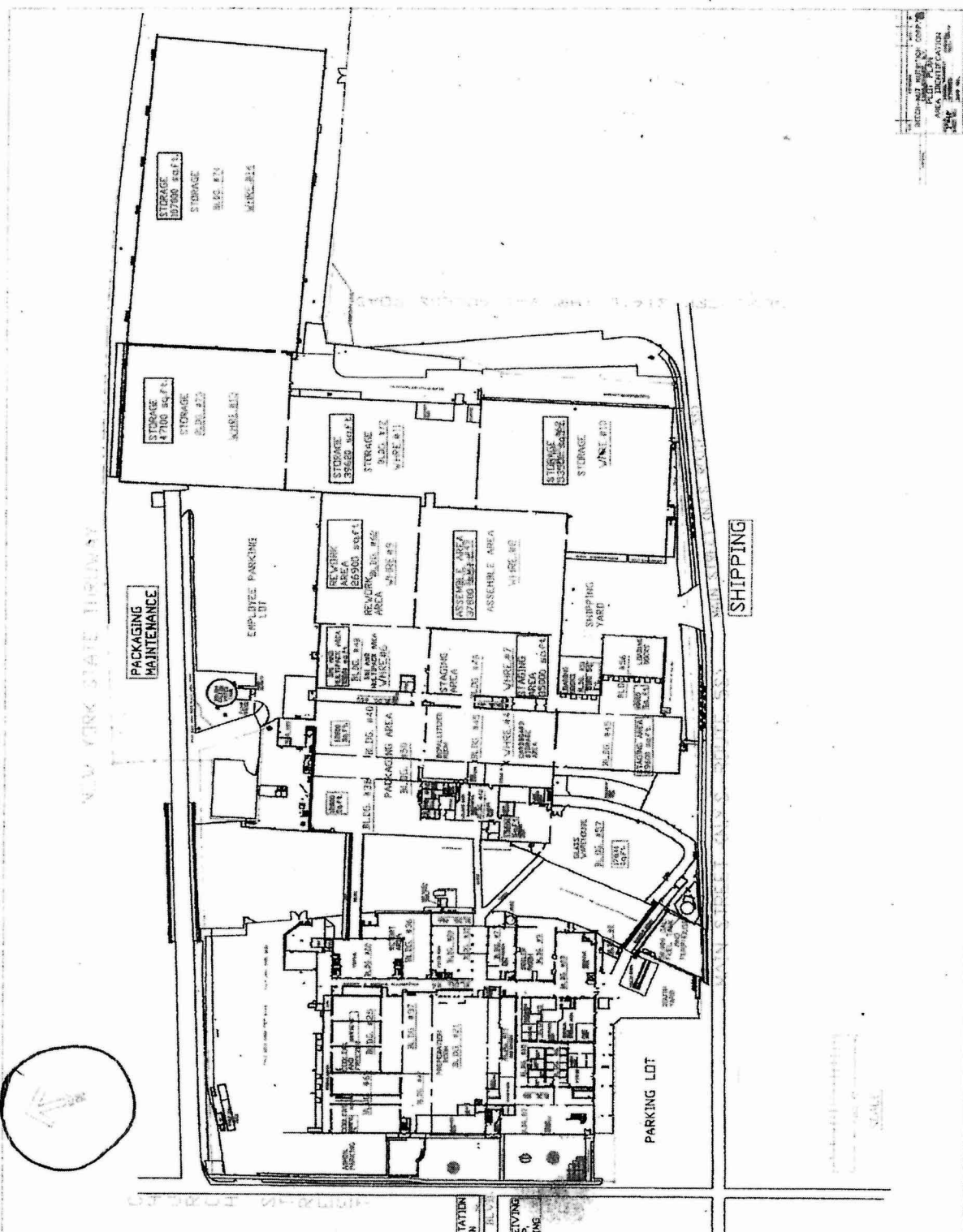
MAP 2 E + W
S

PACKAGING
MAINTENANCE



RECEIVING
PREP.
PACKING

☐ = REMAINING WORK AREAS AS PER CONTRACT 12/3/2014
☒ = CLEARED AREAS FOR DEMO AS OF 11/4/2014



ATTACHMENT J

RE: Visual inspection and clearance by Spectrum of
clean up within Building 11.

Pertains to Questions: 5, 8, 9



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From: Carrock, Lou P (LABOR) <Lou.Carrock@labor.ny.gov>
Date: Friday, March 13, 2015 5:23 PM
To: James Capasso <jcapasso@4spectrum.com>, brumer@cox.net <brumer@cox.net>
Cc: wmking@nycap.rr.com <wmking@nycap.rr.com>
Subject: Re: Beechnut Facility - Bldg 11
Size: 15 KB

Rod and/or James,

This information **MUST** also be sent to the Village of Canajoharie Codes Officer. Thank you.

Lou Carrock
 Senior Industrial Hygienist

New York State Department of Labor
 Utica State Office Building
 207 Genesee Street - Room 701
 Utica, NY 13501
 P: (315) 793-2683 | C: (315) 403-0044
www.labor.ny.gov | Lou.Carrock@labor.ny.gov

From: James Capasso <jcapasso@4spectrum.com>
Sent: Friday, March 13, 2015 3:34 PM
To: brumer@cox.net
Cc: Carrock, Lou P (LABOR); wmking@nycap.rr.com
Subject: Beechnut Facility - Bldg 11

Mr. Bromley

Attached are the inspection report and the report for visual inspection of the cleanup within Building 11.

With both these items completed, the building may now be demolished.

If you have any questions, please contact our office.

Thank you.

James A. Capasso II, *Operations Manager*
 Spectrum Environmental Associates, Inc.
 2539 Albany Street, Schenectady, NY 12304
 518-346-6374 Ext 204 Fax: 518-346-4062
 518-365-3778 Cell

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From: James Capasso <jcapasso@4spectrum.com> 🗉

Date: Friday, March 13, 2015 12:34 PM

To: **brumer@cox.net** <brumer@cox.net> 🐉

Cc: lou.carrock@labor.ny.gov <lou.carrock@labor.ny.gov>, wmking@nycap.rr.com <wmking@nycap.rr.com>

Subject: Beechnut Facility - Bldg 11

Size: 2 MB

Attachments: Bldg 11 Inspection.pdf (941.2 KB) Bldg 11 Visual.pdf (614.3 KB)

Mr. Bromley

Attached are the inspection report and the report for visual inspection of the cleanup within Building 11.

With both these items completed, the building may now be demolished.

If you have any questions, please contact our office.

Thank you,

James A. Capasso II, *Operations Manager*

Spectrum Environmental Associates, Inc.

2539 Albany Street, Schenectady, NY 12304

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Schenectady, NY 12301
(518) 346-6374 (Phone)
(518) 346-4062 (Fax)
www.4spectrum.com

March 13, 2015

Mr. Rod Bromley
B & B Recycling
105 West Birmingham
Broken Arrow, Oklahoma, 74011

RE: Beech-Nut Facility; Building 11

Dear Mr. Bromley:

Spectrum Environmental Associates, Inc. (Spectrum) has been retained by your firm to perform asbestos consulting services at the former Beech-Nut Facility located in Canajoharie, NY. The overall scope will be to identify and assess the condition of all the buildings remaining on the East side of the Canajoharie Creek which runs through the property. Based on information provided by you, Spectrum has reviewed previously prepared reports and has prepared this report as our demolition survey for Building #10 as identified on the site map provided.

Spectrum has reviewed the reports prepared by Churchill Environmental (dated 2/22/14) for the building interior and from Asbestos & Environmental Consulting Corp (dated 6/2/2014) for the building roof. TSI pipe insulation was identified throughout the warehouses which has been removed by others prior to our inspection of the building. The removal had resulted in an incidental disturbance which has been addressed under a site specific variance and was completed on March 9, 2014. With the interior clearance, it was safe to proceed with our inspection of the building to confirm all asbestos identified has been removed and to complete a demolition survey as requested.

On March 4, 2015, Spectrum visited the site and was able to perform an asbestos demolition survey in accordance with NYS ICR 56-5.1. The inspector of record was Adam Wyman (AH#07-07681) who is a certified EPA/NYS Asbestos Inspector. He performed a visual inspection in accordance with generally accepted industry standards and found no suspect materials that were not previously identified and determined to be negative for asbestos. Roof access was not available until March 13 at which time we were able to confirm that the roof on building 10 did not have a different flashing material. Therefore, the sampling performed by AECC showing the roof to be negative for asbestos has been confirmed.

In conclusion, Building #11 is clear of all asbestos containing materials and demolition may proceed as a non-asbestos project based on the findings of this report.

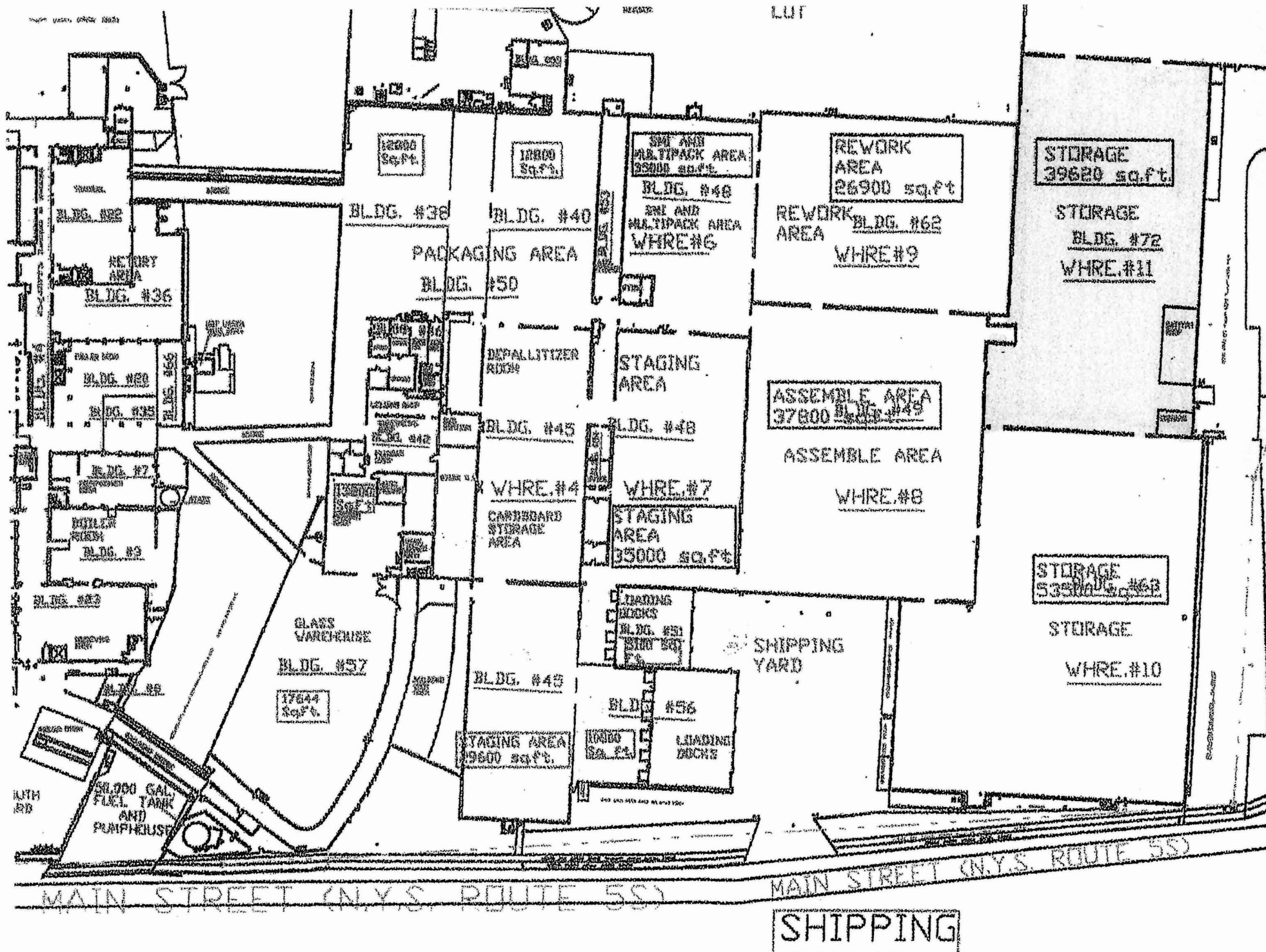
Should you have any questions concerning this report, please do not hesitate to contact our office at (518) 346-6374.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'JAC II', with a long horizontal flourish extending to the right.

James A. Capasso II
Operations Manager

Attachments: Location Map of Building #11
 Licensing and Certifications



New York State - Department of Labor

Division of Safety and Health
License and Certificate Unit
State Campus, Building 12
Albany, NY 12240

ASBESTOS HANDLING LICENSE

Spectrum Environmental Associates, Inc.

P.O. Box 1024

Schenectady, NY 12301

FILE NUMBER: 99-0129

LICENSE NUMBER: 29081

LICENSE CLASS: RESTRICTED

DATE OF ISSUE: 02/19/2015

EXPIRATION DATE: 02/29/2016

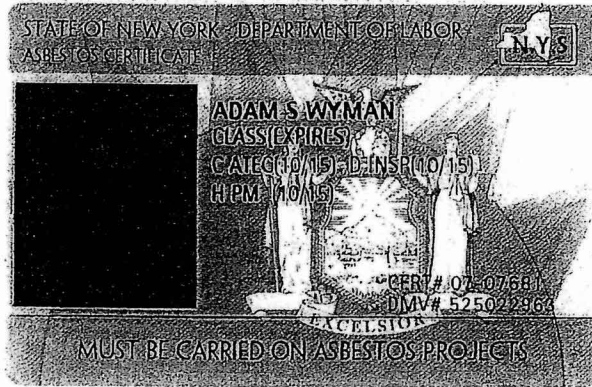
Duly Authorized Representative: William L. Massmann

This license has been issued in accordance with applicable provisions of Article 80 of the Labor Law of New York State and of the New York State Codes, Rules and Regulations (12 NYCRR Part 56). It is subject to suspension or revocation for a (1) serious violation of state, federal or local laws with regard to the conduct of an asbestos project, or (2) demonstrated lack of responsibility in the conduct of any job involving asbestos or asbestos material.

This license is valid only for the contractor named above and this license or a photocopy must be prominently displayed at the asbestos project worksite. This license verifies that all persons employed by the licensee on an asbestos project in New York State have been issued an Asbestos Certificate, appropriate for the type of work they perform, by the New York State Department of Labor.

Eileen M. Franko

Eileen M. Franko, Director
For the Commissioner of Labor



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www.4spectrum.com

March 9, 2015

Mr. Rod Bromley
B & B Recycling
105 West Birmingham
Broken Arrow, Oklahoma, 74011

RE: Beech-Nut Facility; Building 11

Dear Mr. Bromley:

Spectrum Environmental Associates, Inc. (Spectrum) is submitting this letter and attached documentation as our report for the Final Visual Inspection(s) performed on the above referenced asbestos project.

New York State Department of Labor Industrial Code Rule 56 requires a final visual inspection be performed by a New York State Certified Asbestos Project Monitor who is independent of the asbestos abatement contractor. The final visual inspection is to confirm that all asbestos identified has been removed and that the work area has been properly cleaned.

The scheduled asbestos containing materials for this project involved the removal of:

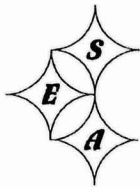
- Incidental disturbance clean up per site specific variance throughout former building 11.

On March 4, 2015, Mr. Adam Wyman (AH#07-07681) performed a project monitor final visual inspection and passed the work area. His final visual inspection form(s) is attached along with a copy of his certification and Spectrum's company license.

If you have any questions concerning this report, please contact our office at (518) 346-6374.

Respectfully Submitted,

James A. Capasso II
Operations Manager



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ASBESTOS VISUAL INSPECTION

Project Number: 15-129 Project Monitor: Adam Wyman
Contractor: QA CGK Certification Number: 07-07661
Building Name/Address: 117 EAST MAIN ST.
Scope of Work: BLDG Warehouse 10-8 minars, Warehouse 11-11 minars = 10439 sq TOTAL

Item	Yes	No	N/A	Comments
Floor		<input checked="" type="checkbox"/>		
Dust and/or Debris		<input checked="" type="checkbox"/>		
Walls		<input checked="" type="checkbox"/>		
Ceiling		<input checked="" type="checkbox"/>		
Critical Barriers		<input checked="" type="checkbox"/>		
Decontamination Unit(s)		<input checked="" type="checkbox"/>		
Ledges		<input checked="" type="checkbox"/>		
Beams		<input checked="" type="checkbox"/>		
Pipes, Joints, Etc.		<input checked="" type="checkbox"/>		
Fixed Objects		<input checked="" type="checkbox"/>		
Scheduled Material Removed	<input checked="" type="checkbox"/>			
Exposed Edges Encapsulated		<input checked="" type="checkbox"/>		
Waste Bags Inside Work Area		<input checked="" type="checkbox"/>		
Equipment Cleaned & Removed	<input checked="" type="checkbox"/>			
Pools of Liquid or Condensation		<input checked="" type="checkbox"/>		
Wait Period Observed			<input checked="" type="checkbox"/>	
Other:				

Spectrum Environmental Associates, Inc. Declaration (check which apply)

☒ **PASSED Visual Clearance:** SEA's Representative hereby declares that he/she has accompanied the Contractor on his/her visual inspection and affirms that this inspection has been thorough and to the best of his/her belief, is true and honest.

☐ **FAILED Visual Clearance:** SEA's Representative hereby declares that the deficiency(ies) identified above need to be addressed in order to pass visual clearance.

Signature: Adam Wyman

Date: 3-9-15

Environmental Consulting & Management Services • Health & Safety Training • Laboratory Services

New York State Department of Labor

Division of Safety and Health
License and Certificate Unit
State Campus, Building 12
Albany, NY 12240

ASBESTOS HANDLING LICENSE

Spectrum Environmental Associates, Inc.

P.O. Box 1024

Schenectady, NY 12301

FILE NUMBER: 99-0129

LICENSE NUMBER: 29081

LICENSE CLASS: RESTRICTED

DATE OF ISSUE: 02/19/2015

EXPIRATION DATE: 02/29/2016

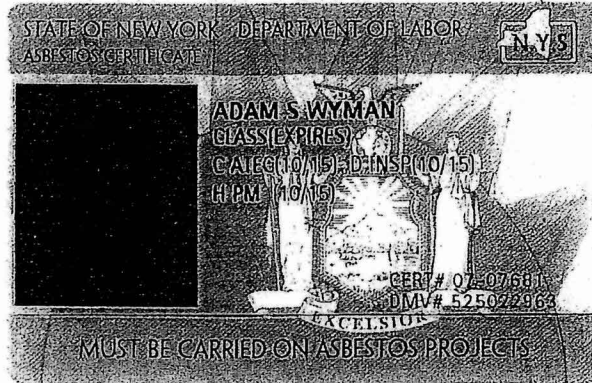
Duly Authorized Representative - William L. Massmann

This license has been issued in accordance with applicable provisions of Article 30 of the Labor Law of New York State and of the New York State Codes, Rules and Regulations (12 NYCRR Part 56). It is subject to suspension or revocation for a (1) serious violation of state, federal or local laws with regard to the conduct of an asbestos project, or (2) demonstrated lack of responsibility in the conduct of any job involving asbestos or asbestos material.

This license is valid only for the contractor named above and this license or a photocopy must be prominently displayed at the asbestos project worksite. This license verifies that all persons employed by the licensee on an asbestos project in New York State have been issued an Asbestos Certificate, appropriate for the type of work they perform, by the New York State Department of Labor.

Eileen M. Franko

Eileen M. Franko, Director
For the Commissioner of Labor



01213 000323005 90

EYES GRN
HAIR BRO
HGT 5' 11"

IF FOUND RETURN TO:
NYS DOL - L&C UNIT
ROOM 161A BUILDING 12
STATE OFFICE CAMPUS
ALBANY NY 12240

ATTACHMENT K

RE: Visual inspection of Warehouse/Building 10
stating interior clean of asbestos and southern part of
roof still containing asbestos.

Pertains to Questions: 5, 8, 9



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From: James Capasso <jcapasso@4spectrum.com> 
Date: Tuesday, March 17, 2015 12:22 PM
To: demospecialist@hotmail.com <demospecialist@hotmail.com> 
Cc: brumer@cox.net <brumer@cox.net>, wmking@nycap.rr.com <wmking@nycap.rr.com>, lou.carrock@labor.ny.gov <lou.carrock@labor.ny.gov>, vocoff@albany.twcbc.com <vocoff@albany.twcbc.com> 
Subject: Beech-nut Bldg 10
Size: 3 MB
Attachments: 129 B & B Recycling - Beech-nut Bldg 10.pdf (3350.8 KB)

Rod.

Here is the inspection report for Bldg 10. All asbestos has been cleaned from the interior of the structure. However the southern half of the roof is asbestos containing. The northern half does not contain asbestos.

Once asbestos roofing is abated, the building should be able to be demolished.

James A. Capasso II, Operations Manager


Spectrum Environmental Associates, Inc.

2539 Albany Street, Schenectady, NY 12304

518-346-6374 Ext 204 Fax: 518-346-4062

518-365-3778 Cell

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Open Attachment 129 B & B Recycling - Beech-nut Bldg 10.pdf Move to: [OK](#) [Help](#)

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P. O. Box 1024
Schenectady, NY 12301
(518) 346-6374 (Phone)
(518) 346-4062 (Fax)
www.4spectrum.com

March 16, 2015

Mr. Rod Bromley
B & B Recycling
105 West Birmingham
Broken Arrow, Oklahoma, 74011

RE: Beech-Nut Facility; Building 10

Dear Mr. Bromley:

Spectrum Environmental Associates, Inc. (Spectrum) has been retained by your firm to perform asbestos consulting services at the former Beech-Nut Facility located in Canajoharie, NY. The overall scope will be to identify and assess the condition of all the buildings remaining on the East side of the Canajoharie Creek which runs through the property. Based on information provided by you, Spectrum has reviewed previously prepared reports and has prepared this report as our demolition survey for Building #10 as identified on the site map provided.

Spectrum has reviewed the reports prepared by Churchill Environmental (dated 2/22/14) for the building interior and from Asbestos & Environmental Consulting Corp (dated 6/2/2014) for the building roof. TSI pipe insulation was identified throughout the warehouses which has been removed by others prior to our inspection of the building. The removal had resulted in an incidental disturbance which has been addressed under a site specific variance and was completed on March 9, 2014. With the interior clearance, it was safe to proceed with our inspection of the building to confirm all asbestos identified has been removed and to complete a demolition survey as requested.

On March 10, 2015, Spectrum visited the site and was able to perform an asbestos demolition survey in accordance with NYS ICR 56-5.1. The inspector of record was Adam Wyman (AH#07-07681) who is a certified EPA/NYS Asbestos Inspector. He performed a visual inspection in accordance with generally accepted industry standards and found no suspect materials that were not previously identified and determined to be negative for asbestos. Roof access was not available until March 13 at which time we were able to confirm that the roof on building 10 did not have a different flashing material. Therefore, the sampling performed by AECC showing the north portion of the roof to be negative for asbestos and the south portion of the roof to be asbestos containing has been confirmed.

In conclusion, asbestos remains on the south portion of the Building #10 roof and needs to be abated. All other materials are considered non-asbestos containing. Demolition may proceed as once the asbestos roofing has been abated.

Should you have any questions concerning this report, please do not hesitate to contact our office at (518) 346-6374.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'JAC II', with a long horizontal flourish extending to the right.

James A. Capasso II
Operations Manager

Attachments: Location Map of Building #10
 Licensing and Certifications



 Asbestos Roofing

New York State -- Department of Labor

Division of Safety and Health
License and Certificate Unit
State Campus, Building 12
Albany, NY 12240

ASBESTOS HANDLING LICENSE

Spectrum Environmental Associates, Inc.

P.O. Box 1024

Schenectady, NY 12301

FILE NUMBER: 99-0129

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This license is valid only for the contractor named above and this license or a photocopy must be prominently displayed at the asbestos project worksite. This license verifies that all persons employed by the licensee on an asbestos project in New York State have been issued an Asbestos Certificate, appropriate for the type of work they perform, by the New York State Department of Labor.

Eileen M. Franko

Eileen M. Franko, Director
For the Commissioner of Labor

STATE OF NEW YORK - DEPARTMENT OF LABOR
ASBESTOS CERTIFICATE



ADAM S WYMAN

CLASS(EXPIRES)

CATEC(10/15) ID INSP(10/15)

H PM (10/15)

CERT# 07-07681

DMV# 525022963

ACCESSIO

MUST BE CARRIED ON ASBESTOS PROJECTS



EYES GRN
HAIR BRO
HGT 5' 11"

IF FOUND RETURN TO:
NYS DOL - L&C UNIT
ROOM 161A BUILDING 12
STATE OFFICE CAMPUS
ALBANY NY 12240

ATTACHMENT L

RE: CGK's notice of discontinuance of work at Site.

Pertains to Questions: 5, 9



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From: wmking@nycap.rr.com
Date: Monday, March 16, 2015 9:07 AM
To: Rod <brumer@cox.net>
Cc: demospecialist@yahoo.com
Subject: Bechnut project
Size: 3 KB

Rod,

To Date CGK has not been paid in full the required fifty percent down payment for the Beechnut Project, as out lined in the agreement dated 1/26/2015. CGK has acted in good faith by starting work prior to receiving this payment in order to keep the flow of work moving in a positive direction, as well as assuming the role of project liaison to all parties and governmental agencies involved in this project. CGK has done this in anticipation that the full down payment was forth coming. We have sent B&B multiple communications on this matter. At this point CGK cannot continue with Asbestos Abatement activities until the down payment is paid in full.

It is the intent of CGK to begin demobilization of this project on Thursday, 3/20/2015, if the down payment is not received by 5:30pm EST Wednesday 3/19/2015. If the issue is still not rectified by 12:00pm EST Friday 3/20/2015 CGK will terminate the current NY State Asbestos Project Notification. CGK does not wish to see B&B pay for any additional notification of remobilization fees, therefore prompt attention to this matter is a priority.

Please be advised that CGK means no disrespect, but as a small company CGK can not afford to have our assets and rented equipment sitting idle. Our quoted price was based upon continuous use of our equipment. All parties involved in the project need to strive for better communications. Also, there is demolition work on the site coming quickly which will require asbestos abatement and CGK has offered to provide guidance and use of our company license only.

Respectfully Submitted,
Bill King

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Date: Monday, March 23, 2015 7:12 AM
From: wmking@nycap.rr.com
To: Brumer@cox.net
Cc: demospecialist@hotmail.com
Subject: Beechnut Asbestos notification

Rod,

CGK has not heard from You or received the remainder of the down payment for the Beechnut project so we are under the assumption B & B has no intention of moving forward. We understand your money issues. Due to liability issues associated with notified asbestos projects CGK, will cancel all NY State and Federal notifications we have had issued regarding this project at 2:00 pm EST. Sorry we could not continue.

Best of luck on your future projects,

Bill King

ATTACHMENT M

RE: Spectrum's final invoice and discontinuance of work at Site.

Pertains to Questions: 5, 9



Date: Tuesday, April 7, 2015 6:10 AM

From: William Massmann <wmassmann@4spectrum.com>

To: brumer@cox.net <brumer@cox.net>, demospecialist@hotmail.com <demospecialist@hotmail.com>

Cc: Todd Clifford <Todd@tddevelopmentinc.com>

Subject: Beech-Nut Facility Asbestos Consulting

Rodney,

Attached is our invoice for services thru the end of March. This is everything to day and reflects the initial deposit provided.

If you could please forward payment it would be appreciated. I believe at this time there is nothing you needed from us until you resolve who is doing the abatement.

Please feel free to contact me with any questions.

Regards,

Bill

William L. Massmann, President

Spectrum Environmental Associates, Inc.

2539 Albany Street, Schenectady, NY 12304

518-346-6374 Ext 203 Fax: 518-346-4062

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Invoice 10180 Beech-Nut.pdf



Spectrum Environmental Associates, Inc.

P.O. Box 1024

Schenectady, NY 12301

INVOICE

DATE INVOICE #

4/7/15 10180

BILL TO:

B&B Recycling Inc.
105 W. Birmingham Pl.
Broken Arrow, OK 74011

PROJECT INFORMATION:

Beech-Nut Facility
Canajohaire, NY

SPECTRUM PROJ #

15-041

P.O. NO.

proposal

TERMS

Due on receipt

DUE DATE

4/7/15

DATE	QUANTITY	DESCRIPTION	RATE	AMOUNT
1/21/15	1	NYS Asbestos Inspector - Initial Assessment and site visit	800.00	800.00
	5	PLM Bulk Analysis	20.00	100.00
	2	NOB Prep Charge	12.00	24.00
	2	TEM Bulk Analysis of Negative NOB (per NYSDOH-ELAP)	55.00	110.00
2/6/15	1	Project Monitor Final Visual Inspection - Bldg 73	400.00	400.00
2/9/15	1	Prepare Variance to NYS-DOL by a Certified Asbestos Project Designer	850.00	850.00
2/9/15	1	NYS-DOL Variance Application Fee	350.00	350.00
3/4/15	1	Project/Air Monitor Technician - Daily Rate	600.00	600.00
3/5/15	1	Project/Air Monitor Technician - Daily Rate	600.00	600.00
3/6/15	1	Project/Air Monitor Technician - Daily Rate	600.00	600.00
3/9/15	1	Project/Air Monitor Technician - Daily Rate	600.00	600.00
3/12/15	1	Project/Air Monitor Technician - Daily Rate	600.00	600.00
3/13/15	1	Project/Air Monitor Technician - Daily Rate	600.00	600.00
	12	Sr Project Manager	75.00	900.00
		SUBTOTAL		7,134.00
1/28/15	1	Deposit - Check# 3099	-2,000.00	-2,000.00

Total

\$5,134.00

WE ACCEPT MASTERCARD, VISA, AMERICAN EXPRESS OR DISCOVER CARD
THERE WILL BE A \$25 CHARGE FOR ALL RETURNED CHECKS

Phone #	Fax #	E-mail
518-346-6374	518-346-4062	accounting@4spectrum.com

ATTACHMENT N

RE: Village Citations.

Pertains to Question: 5

~ CITATION ~

TO: B*B RECYCLING LLC
105 W BIRMINGHAM PL.
BROKEN ARROW, OK 74011-3460

FROM: Chris Dorrach, Code Enforcement Officer
Village of Canajoharie, Village Hall
75 Erie Blvd
Canajoharie, NY 13317

SIR:

An inspection of ~~your~~ ^{THE} premises located at 68 CHURCH STREET reveals that the following Violations of the NYS Uniform Building and ~~Fire Code and/or~~ Village of Canajoharie Code of Ordinances exist:

DEBRIS PILES LEFT ON DEMOLITION SITE ARE NOT ONLY
STARTING TO BE AN EYE SORE BUT THE WIND IS NOW BLOWING
STUFF AROUND - OUT SIDE OF FENCE AND ON INTERSTATE

PLEASE TAKE NOTICE That you have until JUNE 8TH 2015 to make the following changes to bring ~~your~~ ^{THE} property into compliance with the Code:

ALL DEBRIS PILES NEED TO BE REMOVED FROM DEMO
SITE (EXCEPT CONCRETE BLOCK PILES) - NO OTHER DEMOLITION
WILL TAKE PLACE TILL SAID PILES ARE REMOVED

FAILURE to comply with this Citation within the prescribed time will subject you to being issued an appearance ticket in Village Justice Court.

Your cooperation is appreciated.

Dated: 5/7/15

Chris Dorrach - # NY 0004319
VILLAGE CODE ENFORCEMENT OFFICER

VILLAGE OF CANAJOHARIE

75 ERIE BOULEVARD
CANAJOHARIE, NEW YORK 13317
(518) 673-5512

ORDER TO REMEDY VIOLATION

Date 5/7 2015

To: B & B RECYCLING LLC
(Owner, Agent or Occupant)
105 W. BIRMINGHAM PL
(Address)
BROKEN ARROW, OK 74011

PLEASE TAKE NOTICE THERE EXISTS A VIOLATION OF:

PROPERTY MAINTENANCE
N.Y. STATE ~~FIRE PREVENTION & BUILDING CODE~~

ZONING LOCAL LAW

OTHER APPLICABLE LAWS, ORDINANCES OR

REGULATIONS OF THE VILLAGE OF CANAJOHARIE

AT PREMISES HEREINAFTER DESCRIBED, IN THAT DEBRIS PILES
WHE TO BE REMOVED A LONG TIME AGO, BUT STILL
(state nature of violation)
EXIST ON PROPERTY WITH GARBAGE NOW BEING BLOWN
AROUND ON INTERSTATE AND VILLAGE

IN VIOLATION OF SECTION 307 - RUBBISH & GARBAGE OF THE CODE OF THE
VILLAGE OF CANAJOHARIE 307.1 & 307.2

YOU ARE DIRECTED AND ORDERED TO COMPLY WITH SUCH LAW AND TO
REMEDY THE CONDITIONS ABOVE MENTIONED ON OR BEFORE THE 8TH DAY
OF JUNE, 2015.

THE PREMISES TO WHICH THIS ORDER TO REMEDY VIOLATION REFERS ARE
SITUATED AT NO. 68 CHURCH STREET, IN THE VILLAGE OF CANAJOHARIE,
COUNTY OF MONTGOMERY, (TAX MAP SECTION 63.14, BLOCK 1,
LOT 2.1).

FAILURE TO REMEDY THE VIOLATION AFORESAID AND TO COMPLY WITH
THE APPLICABLE PROVISIONS OF LAW WITHIN SUCH TIME MAY RESULT IN
LEGAL ACTION AGAINST YOU.

C. Depaugh - NYS # 0004319
Enforcement Officer/Inspector



DEPARTMENT OF STATE, OFFICE OF PLANNING & DEVELOPMENT
BUILDING STANDARDS AND CODES
 ANDREW M. CUOMO, GOVERNOR CESAR A. PERALES, SECRETARY OF STATE



Rule Making

- **Update to the Commercial Provisions of the State Energy Conservation Construction Code**
- **Notice of Adoption - Regulation establishing training requirements for code enforcement personnel**
- **Notice of Emergency Rule Adoption - Truss type, pre-engineered wood or timber construction in Residential Structure**
- **Notice of Emergency Rule Adoption - Order to Remedy**
- **Notice of Emergency Rule Adoption - Sparkling Devices**

Orders to Remedy
Effective January 12, 2015

TECHNICAL BULLETIN
19 NYCRR 1203.5: Time Fixed for Compliance with Orders to Remedy
 (Click here for for printable PDF version of the bulletin)

Issued January 12, 2015

On Monday January 12, 2015, the New York Department of State adopted a regulation that fixes the time within which a person served with an Order to Remedy violation(s) of the Uniform Fire Prevention and Building Code (Uniform Code) must comply with that Order. Specifically, the regulation provides that an Order to Remedy a condition in violation of the Uniform Code must state that full compliance with the Order is required within 30 days after the date of the Order.

The regulation was added as a new section 1203.5 to 19 NYCRR Part 1203. Part 1203 establishes minimum standards for administration and enforcement of the Uniform Code. All cities, towns, villages, counties, and State agencies that are responsible for the administration and enforcement of the Uniform Code are required to comply with Part 1203, including the newly added section 1203.5.

Adoption of this regulation as an emergency rule makes it effective immediately upon filing.

Notice of Emergency Rule Adoption
Effective January 20, 2015

Sparkling Devices

The Department of State has adopted a rule that amends the Uniform Code by adding provisions applicable to "sparkling devices." The rule text is available by [clicking here](#).

Chapter 477 of the Laws of 2014

Recently, Governor Cuomo signed a bill that amends the Penal Law definition of fireworks to include several categories of devices, including "sparkling devices," and authorizes any city (except the City of New York) or county (except those within the City of New York) to adopt a local law legalizing sparkling devices in such City or County.

~ CITATION ~

TO: B & B RECYCLING
105 W. BIRMINGHAM PL
BROKEN ARROW, OK 74011

FROM: Chris Dorrach, Code Enforcement Officer
Village of Canajoharie, Village Hall
75 Erie Blvd
Canajoharie, NY 13317

SIR:

An inspection of your premises located at 68 CHURCH ST reveals that the following Violations of the NYS Uniform Building and Fire Code and/or Village of Canajoharie Code of Ordinances exist:

PROPERTY MAINTENANCE CODES
DEBRIS PILES FROM DEMOLITION OF THE OLD BEECHNUT WAREHOUSE
ARE STILL SITTING ON SITE NOT BEING TOUCHED.
SECTION 301 GENERAL - 301.3 VACANT STRUCTURE & LAND
SECTION 302 EXTERIOR PROPERTY AREAS - 302.1 SANITATION & 302.5
RODENT HABITAT.

PLEASE TAKE NOTICE That you have until 11/9 2015 to make the following changes to bring your property into compliance with the Code:

START CLEANING UP PROPERTY

FAILURE to comply with this Citation within the prescribed time will subject you to being issued an appearance ticket in Village Justice Court.

Your cooperation is appreciated.

Dated: 10/6/15

Chris Dorrach - 0004319
VILLAGE CODE ENFORCEMENT OFFICER

VILLAGE OF CANAJOHARIE

75 ERIE BOULEVARD
CANAJOHARIE, NEW YORK 13317
(518) 673-5512

ORDER TO REMEDY VIOLATION

Date 10/6 2015

To: B & B Recycling
(Owner, Agent or Occupant)
105 W. BIRMINGHAM PI
(Address)
BROKEN ARROW, OK 74011

PLEASE TAKE NOTICE THERE EXISTS A VIOLATION OF:

N.Y. STATE ~~FIRE PREVENTION & BUILDING CODE~~
PROPERTY MAINTENANCE CODES
ZONING LOCAL LAW

OTHER APPLICABLE LAWS, ORDINANCES OR

REGULATIONS OF THE VILLAGE OF CANAJOHARIE

AT PREMISES HEREINAFTER DESCRIBED, IN THAT THE PILES OF DEMOLITION
FROM OLD BEECHMONT WORKHOUSE ARE STILL NOT CLEARED
(state nature of violation)

UP FROM LAST YEAR & THIS YEAR

IN VIOLATION OF SECTION 301.3/302/302.1 & 302.5 OF THE CODE OF THE
VILLAGE OF CANAJOHARIE NEW YORK STATE PROPERTY MAINTENANCE CODES

YOU ARE DIRECTED AND ORDERED TO COMPLY WITH SUCH LAW AND TO
REMEDY THE CONDITIONS ABOVE MENTIONED ON OR BEFORE THE 9th DAY
OF NOV, 2015.

THE PREMISES TO WHICH THIS ORDER TO REMEDY VIOLATION REFERS ARE
SITUATED AT NO. 68 CHURCH ST, IN THE VILLAGE OF CANAJOHARIE,
COUNTY OF MONTGOMERY, (TAX MAP SECTION 63.14, BLOCK 1,
LOT a.1).

FAILURE TO REMEDY THE VIOLATION AFORESAID AND TO COMPLY WITH
THE APPLICABLE PROVISIONS OF LAW WITHIN SUCH TIME MAY RESULT IN
LEGAL ACTION AGAINST YOU.

CRD [Signature] - 0004319
Enforcement Officer/Inspector



DEPARTMENT OF STATE, OFFICE OF PLANNING & DEVELOPMENT
BUILDING STANDARDS AND CODES
 ANDREW M. CUOMO, GOVERNOR CESAR A. PERALES, SECRETARY OF STATE



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Orders to Remedy Effective January 12, 2015

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Issued January 12, 2015

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Chapter 477 of the Laws of 2014

Recently, Governor Cuomo signed a bill that amends the Penal Law definition of fireworks to include several categories of devices, including "sparkling devices," and authorizes any city (except the City of New York) or county (except those within the City of New York) to adopt a local law legalizing sparkling devices in such City or County.

APPEARANCE TICKET

№ 292

VILLAGE OF CANAJOHARIE
Code Enforcement Official

You are hereby notified to appear personally in the

To: GRVIN RODNEY
LAST NAME FIRST INITIAL

Village Court, Village of Canajoharie, New York
75 Erie Boulevard
Canajoharie, New York 13317

105 W. BIRMINGHAM PL
STREET ADDRESS

BROKEN ARROW, OK 74011
CITY STATE ZIP

on Nov 12th (THURSDAY) 20 15 at 10⁰⁰ A.M.

To answer an allegation of NOT HAVING VACANT LOT CLEAN
UP FROM DORRIS PILES

**NOTICE: UPON YOUR FAILURE TO
APPEAR AS DIRECTED A
CRIMINAL SUMMONS OR
A WARRANT FOR YOUR
ARREST MAY BE ISSUED.**

cited on the 6th day of OCT 20 15

Code Enforcement Official -- White
Court copy -- Yellow
Defendant copy -- Pink

in violation of Section _____
of the N.Y.S. Uniform Fire Prevention and Building Code

Issued this 6th day of OCT 20 15

Officer's Signature CHD DORRIS - # 0004319

ATTACHMENT O

RE: Scrap metal removed from Site.

Pertains to Questions: 10, 11

The bill of ladings for metals taken in by Nathan H Kelman Co are missing. We have searched everywhere for them and can only assume that they were lost along with other paperwork that was left in Brumley's truck at the Moosup, CT site that B&B was also doing with TD. Clifford kicked B&B off that jobsite and would not allow us to pick up Brumley's truck for 6 months. When the truck was picked up, the paperwork in it from both Moosup and Canajahorie jobs was gone. We called Nathan H Kelman Co several times and requested registers or bill of ladings pertaining to quantities picked up from Beechnut but I assumed that Kelman Co did not want to be involved in anything that had to do with, and I quote, "that lying, cheating ... scumbag Clifford", so we quit bothering them.

Receiver Register

Receiver Sequence

From Date: 12/01/2014 Thru Date: 03/31/2015

From Account: 02B&B RECY Thru Account: 02B&B RECY

For Receiver Type: Invoice

For Hold: No

All A/P Posting Records, All Frt Posting Records

Control #	Name	Contract #	Ship Code	Carrier	Receiver	Recv Date	Batch
411159	B&B RECYCLING		02B&B RECY		411159	12/31/2014	7888
Line	Commodity	Description	Gross	Tare	Net	Price / UM	Amount
1	FTIN	Lite Iron	52,240	44,100	8,140	185.00 / GT	672.27
2	ASHT	Aluminum Sheet	48,040	42,040	6,000	0.60 / LB	3,600.00
3	FTIN	Lite Iron	52,840	43,480	9,360	185.00 / GT	773.04
4	FTIN	Lite Iron	50,840	43,400	7,440	185.00 / GT	614.46
5	ASHT	Aluminum Sheet	-720	0	-720	0.00 / LB	0.00
Receiver Totals					30,220		5,659.77
411160	B&B RECYCLING		02B&B RECY		411160	12/31/2014	7888
Line	Commodity	Description	Gross	Tare	Net	Price / UM	Amount
1	ASHT	Aluminum Sheet	45,680	41,820	3,860	0.60 / LB	2,316.00
2	ASHT	Aluminum Sheet	51,580	44,480	7,100	0.60 / LB	4,260.00
3	ASHT	Aluminum Sheet	49,000	42,160	6,840	0.60 / LB	4,104.00
4	ASHT	Aluminum Sheet	48,360	41,920	6,440	0.60 / LB	3,864.00
5	FTIN	Lite Iron	9,820	0	9,820	185.00 / GT	811.02
6	FTIN	Lite Iron	9,560	0	9,560	185.00 / GT	789.56
7	FTIN	Lite Iron	7,440	0	7,440	185.00 / GT	614.46
8	FTIN	Lite Iron	11,840	0	11,840	185.00 / GT	977.85
9	FTIN	Lite Iron	11,020	0	11,020	185.00 / GT	910.13
10	FTIN	Lite Iron	10,960	0	10,960	185.00 / GT	905.19
11	FTIN	Lite Iron	12,160	0	12,160	185.00 / GT	1,004.29
12	ASHT	Aluminum Sheet	-463	0	-463	0.00 / LB	0.00
13	ASHT	Aluminum Sheet	-852	0	-852	0.00 / LB	0.00
14	ASHT	Aluminum Sheet	-821	0	-821	0.00 / LB	0.00
15	ASHT	Aluminum Sheet	-773	0	-773	0.00 / LB	0.00
Receiver Totals					94,131		20,556.50
411164	B&B RECYCLING		02B&B RECY		411164	12/31/2014	7889
Line	Commodity	Description	Gross	Tare	Net	Price / UM	Amount
1	ZBRK	TIN	55,280	44,000	11,280	185.00 / GT	931.60
2	ZBRK	TIN	55,660	44,600	11,060	185.00 / GT	913.44
3	ZBRK	TIN	54,440	44,160	10,280	185.00 / GT	849.02
4	ZBRK	TIN	52,220	43,660	8,560	185.00 / GT	706.96
Receiver Totals					41,180		3,401.02
411201	B&B RECYCLING		02B&B RECY		411201	01/05/2015	7896
Line	Commodity	Description	Gross	Tare	Net	Price / UM	Amount
1	ASHT	Aluminum Sheet	52,700	46,600	6,100	0.60 / LB	3,660.00
2	ASHT	Aluminum Sheet	53,160	45,000	8,160	0.60 / LB	4,896.00
3	ASHT	Aluminum Sheet	-732	0	-732	0.00 / LB	0.00
4	ASHT	Aluminum Sheet	-979	0	-979	0.00 / LB	0.00
Receiver Totals					12,549		8,556.00
411236	B&B RECYCLING		02B&B RECY		411236	01/05/2015	7899
Line	Commodity	Description	Gross	Tare	Net	Price / UM	Amount
1	ZBRK	TIN	58,160	44,580	13,580	185.00 / GT	1,121.56
2	ZBRK	TIN	56,000	44,100	11,900	185.00 / GT	982.81
Line	Adjustment	Description	Gross	Tare	Net	Price / UM	Amount
1	WIRE	Wire Charge			0	0.00 /	-60.00
Receiver Totals					25,480		2,044.37
411251	B&B RECYCLING		02B&B RECY		411251	01/06/2015	7901
Line	Commodity	Description	Gross	Tare	Net	Price / UM	Amount
1	ASHT	Aluminum Sheet	52,960	46,240	6,720	0.58 / LB	3,897.60
2	ASHT	Aluminum Sheet	52,560	45,680	6,880	0.58 / LB	3,990.40
3	ASHT	Aluminum Sheet	-806	0	-806	0.00 / LB	0.00
4	ASHT	Aluminum Sheet	-826	0	-826	0.00 / LB	0.00
Receiver Totals					11,968		7,888.00
411301	B&B RECYCLING		02B&B RECY		411301	01/07/2015	7907
Line	Commodity	Description	Gross	Tare	Net	Price / UM	Amount

Receiver Register

Receiver Sequence

From Date: 12/01/2014 Thru Date: 03/31/2015

From Account: 02B&B RECY Thru Account: 02B&B RECY

For Receiver Type: Invoice

For Hold: No

All A/P Posting Records, All Frt Posting Records

Control #	Name	Contract #	Ship Code	Carrier	Receiver	Recv Date	Batch
1 ZBRK	tin		10,140	0	10,140	185.00 / GT	837.46
2 ZBRK	TIN		8,980	0	8,980	185.00 / GT	741.65
3 ZBRK	TIN		11,260	0	11,260	185.00 / GT	929.96
Receiver Totals					30,380		2,509.07
411350	B&B RECYCLING	02B&B RECY	411350		01/08/2015	7910	
Line Commodity	Description	Gross	Tare	Net	Price / UM	Amount	
1 ZBRK	TIN	10,020	0	10,020	185.00 / GT	827.54	
2 ZBRK	TIN	13,400	0	13,400	185.00 / GT	1,106.69	
3 ZBRK	TIN	10,860	0	10,860	185.00 / GT	896.92	
4 ZBRK	TIN	8,880	0	8,880	185.00 / GT	733.40	
Receiver Totals					43,160		3,564.55
411394	B&B RECYCLING	02B&B RECY	411394		01/05/2015	7915	
Line Commodity	Description	Gross	Tare	Net	Price / UM	Amount	
1 ZBRK	TIN	25,580	0	25,580	185.00 / GT	2,112.63	
2 ZBRK	TIN	18,020	0	18,020	185.00 / GT	1,488.25	
Receiver Totals					43,600		3,600.88
411466	B&B RECYCLING	02B&B RECY	411466		01/09/2015	7916	
Line Commodity	Description	Gross	Tare	Net	Price / UM	Amount	
1 ZBRK	TIN	11,580	0	11,580	185.00 / GT	956.38	
Receiver Totals					11,580		956.38
411468	B&B RECYCLING	02B&B RECY	411468		01/09/2015	7917	
Line Commodity	Description	Gross	Tare	Net	Price / UM	Amount	
1 CU37	Computer Wire	1,535	0	1,535	0.93 / LB	1,427.55	
2 C2IN	#2 Insulated Copper	5,285	0	5,285	1.03 / LB	5,443.55	
Receiver Totals					6,820		6,871.10
411554	B&B RECYCLING	02B&B RECY	411554		01/08/2015	7920	
Line Commodity	Description	Gross	Tare	Net	Price / UM	Amount	
1 ZBRK	TIN	12,740	0	12,740	185.00 / GT	1,052.19	
Line Adjustment	Description	Gross	Tare	Net	Price / UM	Amount	
1 WIRE	Wire Charge			0	0.00 /	-20.00	
Receiver Totals					12,740		1,032.19
411683	B&B RECYCLING	02B&B RECY	411683		01/13/2015	7933	
Line Commodity	Description	Gross	Tare	Net	Price / UM	Amount	
1 ASHT	Aluminum Sheet	46,440	44,180	2,260	0.58 / LB	1,310.80	
2 ASHT	Aluminum Sheet	-271	0	-271	0.00 / LB	0.00	
Receiver Totals					1,989		1,310.80
411686	B&B RECYCLING	02B&B RECY	411686		01/13/2015	7933	
Line Commodity	Description	Gross	Tare	Net	Price / UM	Amount	
1 ZBRK	TIN	9,760	0	9,760	185.00 / GT	806.06	
Receiver Totals					9,760		806.06
411714	B&B RECYCLING	02B&B RECY	411714		01/14/2015	7937	
Line Commodity	Description	Gross	Tare	Net	Price / UM	Amount	
1 ASHT	Aluminum Sheet	7,000	0	7,000	0.58 / LB	4,060.00	
2 ASHT	Aluminum Sheet	-840	0	-840	0.00 / LB	0.00	
Receiver Totals					6,160		4,060.00
411808	B&B RECYCLING	02B&B RECY	411808		01/15/2015	7949	
Line Commodity	Description	Gross	Tare	Net	Price / UM	Amount	
1 ZBRK	TIN	11,400	0	11,400	185.00 / GT	941.52	
2 ZBRK	TIN	15,100	0	15,100	185.00 / GT	1,247.10	
Receiver Totals					26,500		2,188.62
411881	B&B RECYCLING	02B&B RECY	411881		01/15/2015	7959	
Line Commodity	Description	Gross	Tare	Net	Price / UM	Amount	
1 ZBRK	TIN	8,940	0	8,940	185.00 / GT	738.35	
2 ZBRK	TIN	11,580	0	11,580	185.00 / GT	956.38	
Receiver Totals					20,520		1,694.73

Material Receiving
Receiver Sequence

Receiver Register

08/11/2016 3:39:34 PM

From Date: 12/01/2014 Thru Date: 03/31/2015
From Account: 02B&B RECY Thru Account: 02B&B RECY
For Receiver Type: Invoice
For Hold: No
All A/P Posting Records, All Frt Posting Records

Control #	Name	Contract #	Ship Code	Carrier	Receiver	Recv Date	Batch
412006	B&B RECYCLING		02B&B RECY		412006	01/16/2015	7972
<u>Line Commodity</u>	<u>Description</u>		<u>Gross</u>	<u>Tare</u>	<u>Net</u>	<u>Price / UM</u>	<u>Amount</u>
1 ZBRK	P & S		46,640	0	46,640	285.00 / GT	5,934.10
<u>Line Adjustment</u>	<u>Description</u>		<u>Gross</u>	<u>Tare</u>	<u>Net</u>	<u>Price / UM</u>	<u>Amount</u>
1 WIRE	Wire Charge				0	0.00 /	-20.00
Receiver Totals					46,640		5,914.10
412151	B&B RECYCLING		02B&B RECY		412151	01/20/2015	7985
<u>Line Commodity</u>	<u>Description</u>		<u>Gross</u>	<u>Tare</u>	<u>Net</u>	<u>Price / UM</u>	<u>Amount</u>
1 ZBRK	P & S		49,720	0	49,720	285.00 / GT	6,325.97
2 ZBRK	P & S		48,140	0	48,140	285.00 / GT	6,124.96
Receiver Totals					97,860		12,450.93
412254	B&B RECYCLING		02B&B RECY		412254	01/19/2015	7996
<u>Line Commodity</u>	<u>Description</u>		<u>Gross</u>	<u>Tare</u>	<u>Net</u>	<u>Price / UM</u>	<u>Amount</u>
1 ZBRK	TIN		10,280	0	10,280	175.00 / GT	803.13
Receiver Totals					10,280		803.13
412304	B&B RECYCLING		02B&B RECY		412304	01/21/2015	8000
<u>Line Commodity</u>	<u>Description</u>		<u>Gross</u>	<u>Tare</u>	<u>Net</u>	<u>Price / UM</u>	<u>Amount</u>
1 ZBRK	P & S		47,340	0	47,340	285.00 / GT	6,023.16
Receiver Totals					47,340		6,023.16
412432	B&B RECYCLING		02B&B RECY		412432	01/23/2015	8010
<u>Line Commodity</u>	<u>Description</u>		<u>Gross</u>	<u>Tare</u>	<u>Net</u>	<u>Price / UM</u>	<u>Amount</u>
1 ZBRK	STEEL		47,460	0	47,460	285.00 / GT	6,038.44
Receiver Totals					47,460		6,038.44
412704	B&B RECYCLING		02B&B RECY		412704	01/27/2015	8027
<u>Line Commodity</u>	<u>Description</u>		<u>Gross</u>	<u>Tare</u>	<u>Net</u>	<u>Price / UM</u>	<u>Amount</u>
1 ZBRK	STEEL		48,400	0	48,400	265.00 / GT	5,725.88
2 ZBRK	STEEL		47,120	0	47,120	265.00 / GT	5,574.46
<u>Line Adjustment</u>	<u>Description</u>		<u>Gross</u>	<u>Tare</u>	<u>Net</u>	<u>Price / UM</u>	<u>Amount</u>
1 WIRE	Wire Charge				0	0.00 /	-20.00
Receiver Totals					95,520		11,280.34
412905C	B&B RECYCLING		02B&B RECY		412905C	01/29/2015	8045
<u>Line Commodity</u>	<u>Description</u>		<u>Gross</u>	<u>Tare</u>	<u>Net</u>	<u>Price / UM</u>	<u>Amount</u>
1 ZBRK	STEEL		19,920	0	19,920	265.00 / GT	2,356.62
Receiver Totals					19,920		2,356.62
413008	B&B RECYCLING		02B&B RECY		413008	01/30/2015	8053
<u>Line Commodity</u>	<u>Description</u>		<u>Gross</u>	<u>Tare</u>	<u>Net</u>	<u>Price / UM</u>	<u>Amount</u>
1 ZBRK	STEEL		37,960	0	37,960	265.00 / GT	4,490.80
Receiver Totals					37,960		4,490.80
413015	B&B RECYCLING		02B&B RECY		413015	01/30/2015	8056
<u>Line Commodity</u>	<u>Description</u>		<u>Gross</u>	<u>Tare</u>	<u>Net</u>	<u>Price / UM</u>	<u>Amount</u>
1 ZBRK	STEEL		18,660	0	18,660	265.00 / GT	2,207.56
<u>Line Adjustment</u>	<u>Description</u>		<u>Gross</u>	<u>Tare</u>	<u>Net</u>	<u>Price / UM</u>	<u>Amount</u>
1 WIRE	Wire Charge				0	0.00 /	-20.00
Receiver Totals					18,660		2,187.56
413208	B&B RECYCLING		02B&B RECY		413208	02/03/2015	8075
<u>Line Commodity</u>	<u>Description</u>		<u>Gross</u>	<u>Tare</u>	<u>Net</u>	<u>Price / UM</u>	<u>Amount</u>
1 FTIN	STEEL		43,160	0	43,160	250.00 / GT	4,816.98
Receiver Totals					43,160		4,816.98
Grand Total:					893,537		133,062.10

Citizens Security Bank 2/20/15
NOTICE OF WIRE TRANSFER

FUNDS IN THE AMOUNT OF \$ 9,069.23 HAVE BEEN WIRED
To Deposit ACCOUNT NUMBER 88906

Sending bank -
Sender name - B&B RECYCLING
Sender account - 7900257416

D

TRANSFER FEE - \$ 9.95

B & B RECYCLING LLC
105 W BIRMINGHAM PL
BROKEN ARROW OK 74011-3460

Citizens Security Bank 2/23/15
NOTICE OF WIRE TRANSFER

FUNDS IN THE AMOUNT OF \$ 5,067.26 HAVE BEEN WIRED
To Deposit ACCOUNT NUMBER 88906

Sending bank -
Sender name - B&B RECYCLING
Sender account - 7900257416

D

TRANSFER FEE - \$ 9.95

B & B RECYCLING LLC
105 W BIRMINGHAM PL
BROKEN ARROW OK 74011-3460

Nathan Kelman

Citizens Security Bank 2/27/15
NOTICE OF WIRE TRANSFER

FUNDS IN THE AMOUNT OF \$ 14,603.93 HAVE BEEN WIRED
To Deposit ACCOUNT NUMBER 88906

Sending bank -
Sender name - B&B RECYCLING
Sender account - 7900257416

D

TRANSFER FEE - \$ 9.95

B & B RECYCLING LLC
105 W BIRMINGHAM PL
BROKEN ARROW OK 74011-3460

Nathan Kelman

Mabrey Bank

3/05/15

N O T I C E O F W I R E T R A N S F E R

FUNDS IN THE AMOUNT OF \$ 4,176.62 HAVE BEEN WIRED
To Deposit ACCOUNT NUMBER 88906

Sending bank -
Sender name - B&B RECYCLING
Sender account - 7900257416

D

TRANSFER FEE - \$ 9.95

B & B RECYCLING LLC
105 W BIRMINGHAM PL
BROKEN ARROW OK 74011-3460

Mabrey Bank

3/10/15

N O T I C E O F W I R E T R A N S F E R

FUNDS IN THE AMOUNT OF \$ 4,930.93 HAVE BEEN WIRED
To Deposit ACCOUNT NUMBER 88906

Sending bank -
Sender name - B&B RECYCLING
Sender account - 7900257416

D

TRANSFER FEE - \$ 9.95

B & B RECYCLING LLC
105 W BIRMINGHAM PL
BROKEN ARROW OK 74011-3460

Mabrey Bank

3/13/15

N O T I C E O F W I R E T R A N S F E R

FUNDS IN THE AMOUNT OF \$ 6,842.29 HAVE BEEN WIRED
To Deposit ACCOUNT NUMBER 88906

Sending bank -
Sender name - B&B RECYCLING
Sender account - 7900257416

D

TRANSFER FEE - \$ 9.95

B & B RECYCLING LLC
105 W BIRMINGHAM PL
BROKEN ARROW OK 74011-3460

3-16
6876.56

Mabrey Bank

3/16/15

N O T I C E O F W I R E T R A N S F E R

FUNDS IN THE AMOUNT OF \$ 6,076.56 HAVE BEEN WIRED
To Deposit ACCOUNT NUMBER 88906

Sending bank -
Sender name - B&B RECYCLING
Sender account - 7900257416

D

TRANSFER FEE - \$ 9.95

B & B RECYCLING LLC
105 W BIRMINGHAM PL
BROKEN ARROW OK 74011-3460

Mabrey Bank

3/18/15

N O T I C E O F W I R E T R A N S F E R

FUNDS IN THE AMOUNT OF \$ 3,886.22 HAVE BEEN WIRED
To Deposit ACCOUNT NUMBER 88906

Sending bank -
Sender name - B&B RECYCLING
Sender account - 7900257416

D

TRANSFER FEE - \$ 9.95

B & B RECYCLING LLC
105 W BIRMINGHAM PL
BROKEN ARROW OK 74011-3460

Nathan Kelman

Mabrey Bank

3/25/15

N O T I C E O F W I R E T R A N S F E R

FUNDS IN THE AMOUNT OF \$ 2,424.91 HAVE BEEN WIRED
To Deposit ACCOUNT NUMBER 88906

Sending bank -
Sender name - *Nathan H. Kelman Inc*
Sender account - 7900257416

D

TRANSFER FEE - \$ 9.95

B & B RECYCLING LLC
105 W BIRMINGHAM PL
BROKEN ARROW OK 74011-3460

Mabrey Bank

3/30/15

N O T I C E O F W I R E T R A N S F E R

FUNDS IN THE AMOUNT OF \$ 3,993.05 HAVE BEEN WIRED
To Deposit ACCOUNT NUMBER 88906

Sending bank -
Sender name - B&B RECYCLING
Sender account - 7900257416

D

TRANSFER FEE - \$ 9.95

B & B RECYCLING LLC
105 W BIRMINGHAM PL
BROKEN ARROW OK 74011-3460

Kelman

B&B RECYCLING 1

Tuesday, August 23, 2016

Receipt List

Customer/Vendor ID	Receipt No.	Period	Date	Reference No.	Receipt Amount	Deposit Ticket ID
NATHAN H KELMAN	WRE	2	2/20/2015	2-20-15	\$9,069.23	2-20-15
NATHAN H KELMAN	WRE	2	2/23/2015	2-23-15	\$5,067.26	2-23-15
NATHAN H KELMAN	WRE1	2	2/27/2015	2-27-15	\$14,603.93	2-27-15
NATHAN H KELMAN	WRE1	3	3/5/2015	3-5-15	\$4,176.62	3-5-15
NATHAN H KELMAN	WRE	3	3/10/2015	3-10-15	\$4,930.93	3-10-15
NATHAN H KELMAN	WRE	3	3/13/2015	3-13-15	\$6,842.29	3-13-15
NATHAN H KELMAN	WRE1	3	3/16/2015	3-16-15	\$6,076.56	3-16-15
NATHAN H KELMAN	WRE	3	3/18/2015	3-18-15	\$3,886.22	3-18-15
NATHAN H KELMAN	WRE	3	3/25/2015	3-25-15	\$2,424.91	3-25-15
NATHAN H KELMAN	WRE	3	3/30/2015	3-30-15	\$3,993.05	3-30-15



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 - Drafts
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- View / Pay Bill
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

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From: rodney garvin <demospecialist@hotmail.com> 
Date: Wednesday, January 28, 2015 9:06 AM
To: brumer@cox.net <brumer@cox.net> 
Subject: Fwd: NHKelman, Inc
Size: 6 KB

Sent from my Verizon Wireless 4G LTE smartphone

----- Original message -----

From: Nate Kelman <nate.kelman@nhkelman.com>
Date: 01/28/2015 10:46 AM (GMT-06:00)
To: demospecialist@hotmail.com
Subject: NHKelman, Inc

Rodney,

Thank you for taking the time to speak with me this morning regarding the upcoming scrap project in Canajoharie, NY. As we discussed, NHKelman is a fourth generation family owned and operated recycling company. We operate a fleet of trucks, trailers and full service recycling centers across the east coast to best serve our customers. Basis our conversation yesterday, please find below pricing picked up Canajoharie, NY:

- Prepared Plate & Structural - \$ 240/gt
- Unprepared Plate & Structural - \$ 220/gt
- Light Iron - \$ 160/gt
- Loose Aluminum - \$.60/lb
- Electric Motors - \$.20/lb

****NO FREIGHT CHARGES********PAYMENT VIA WIRE TRANSFER****

Per our conversation, I understand the necessity for prompt service. As a preliminary measure, we are prepared to service up to (10) roll-off containers per day coming from your job site.

5/6/2015

Cox High Speed Internet WebMail

I will follow up with a phone call later on to answer any additional questions you may have.

Thank you for the opportunity to do business with B & B Recycling.

Nathan Kelman

NHKelman, Inc

Cohoes, NY 12047

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ATTACHMENT P

RE: Insurance Certificates

Pertains to Question: 14



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/22/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER COMMERCIAL INSURANCE BROKERS, LLC 4200 E. Skelly Dr., Ste. 300 Tulsa OK 74135-3237		CONTACT NAME: Michelle Richie PHONE: (918) 884-2900 FAX: (918) 884-2999 E-MAIL: michelle.richie@cibllc.net ADDRESS:	
INSURED B&B Recycling, LLC 105 W. Birmingham Place Broken Arrow OK 74011		INSURER(S) AFFORDING COVERAGE INSURER A: American Mining Insurance NAIC # 15911 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 14/15 Certificate Excepti **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBS: INSR WORD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES / Ea occurrence \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMM/PROP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WC018500072501	9/1/2014	9/1/2015	X WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER TD Development, LLC 720 Eagle View Court Mason, OH 45040	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE M. Richie/MICHEL
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/22/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER COMMERCIAL INSURANCE BROKERS, LLC 4200 E. Skelly Dr., Ste. 300 Tulsa OK 74135-3237		CONTACT NAME: Michelle Richie PHONE (A/C, No. Ext.): (918) 884-2900 FAX (A/C, No.): (918) 884-2999 E-MAIL ADDRESS: michelle.richie@cibllc.net	
INSURED B&B Recycling, LLC 105 W. Birmingham Place Broken Arrow OK 74011		INSURER(S) AFFORDING COVERAGE INSURER A: Mid-Continent Casualty Company 23418 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 2014-15 GL

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR	TYPE OF INSURANCE	ADDL INSR	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			04GL000911787	9/8/2014	9/8/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-PRM <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRE AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

This certificate represents coverage currently in effect and may not be in compliance of any written contract; if applicable.

CERTIFICATE HOLDER

TD Development, LLC
720 Eagle View Court
Mason, OH 45040

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

B Barton - 124/MICHEL

ACORD 25 (2010/05)

INS025 (201005).01

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